

7321 E. 88th Avenue, Suite 200 Henderson, Colorado 80640

PHONE 303-287-9606 • Fax 303-289-1348

August 22, 2023

Mr. Eric Scott Environmental Protection Specialist Division of Reclamation, Mining and Safety 1313 Sherman St., Room 215 Denver, Colorado 80203

Submitted via online DRMS e-Permitting

RE: Technical Revision Request for Reclamation Plan changes at Firestone Gravel Resource, DRMS Permit M-1996-052

Dear Eric:

L.G. Everist, Inc. respectfully requests a Technical Revision for <u>minor changes</u> to the Reclamation Plan of Firestone Gravel Resource, DRMS Permit # M-1996-052. This Technical Revision Request and the filing fee of \$216 are officially being submitted online (on the date of this letter). This narrative cover letter and all attachments are included as part of the online submittal.

For this Technical Revision, we are making minor changes to the Reclamation Plan of the Firestone Gravel Resource site due to the abandonment and removal of some Oil & Gas structures, and the relocation of an irrigation ditch within the site. The changes are shown on **Exhibit F - Reclamation Plan Map (2023)** (attached) and explained in more detail below.

OIL & GAS STRUCTURES - ABANDONMENT AND REMOVAL - The majority of the oil and gas structures within the Firestone Gravel Resource have been shut in, abandoned, and recently removed as per COGCC rules and regulations. The **Final Reclamation Agreement Letter from Crestone Peak Company** (attached) has details on oil and gas structures being abandoned and removed. When all the structures are cleared, L.G. Everist can mine through the empty oil and gas operations areas, for additional natural sand and gravel reserves.

LAST CHANCE DITCH - RELOCATION - In the Mining Plan of the 2019 permit amendment, we noted that discussions were starting between L.G. Everist and the Last Chance ditch company to possibly relocate the Last Chance Ditch around the perimeter of the mine and then remove the material under the old ditch and its bordering setbacks. We also explained that we would file a Technical Revision to update the Mining Timetable and Mining Plan Map if the ditch was relocated.

It took a few years, but L.G. Everist and the Last Chance Ditch Company finally completed the agreement to relocate a section of the Last Chance Ditch and its corresponding easement. The ditch has been rebuilt as per engineering specifications agreed upon by the ditch company, including armoring on turns. Please see the **Last Chance Ditch Relocation Agreement and Drawings** (attached) for details.

Originally, the Last Chance Ditch traversed the middle of the Firestone site, diagonally from west to east between Area 3 and Area 5, then north between Area 3 and Area 4, and exited to the north at County Road (CR) 26 3/4. The ditch has been relocated within the site to travel north between Area 2 and Area 3, then along the northern boundary of the site, around a remaining oil and gas operations area, and finally exiting the site to the north under CR 26 3/4 at the same location as before.

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Areas 3, 4, and 5 were divided into different mining areas and future water storage reservoirs by the old ditch alignment. Now, because much of the old ditch alignment can be mined through for the natural sand and gravel reserves, we can combine the three separate areas into one large, undivided mining area and water storage reservoir. The revised Area 3 will be larger, but Areas 4 and 5 will no longer exist. The mining and reclamation acreages will shift, due to the Areas being combined, but there is no overall increase in the permit area.

The attached revised **Exhibit F - Reclamation Plan Map (2023)** shows the changes to oil and gas operations areas due to abandonments and removals of structures, the realignment of the ditch, and the revised reservoir areas (and non-reservoir areas) of the final reclamation plan due to the these changes.

In addition to revising **Exhibit F - Reclamation Plan Map (2023)** as noted above, we have also updated the **Mining Timetable** (attached), and **Reclamation Timetable** (attached) to correspond to the Areas changes shown on the Reclamation Plan Map. *There is no change in total permit acreage*.

If you have any questions or need anything else to process this Technical Revision, please contact me at lmshults@lgeverist.com, or 303-286-2247 (office) or 303-514-2778 (mobile).

Sincerely,

Lynn Mayer Shults Regulatory Manager

cc: Matthew Noteboom - L.G. Everist, Inc. Stevan O'Brian - Environment, Inc.

Attachments and info:

- TR Fee for \$216.00 (paid online)
- TR Form Request for Technical Revision (TR) Cover Sheet
- Exhibit F Reclamation Plan Map (2023)
- Mining Timetable and Reclamation Timetable (revised 2023)
- Final Reclamation Agreement Letter from Crestone Peak Company (Aug-2022)
- Last Chance Ditch Relocation Agreement and Drawings (Nov-2022)



materials, and 112 quarries

112 hard rock (not DMO)

110d, 112d(1, 2 or 3)

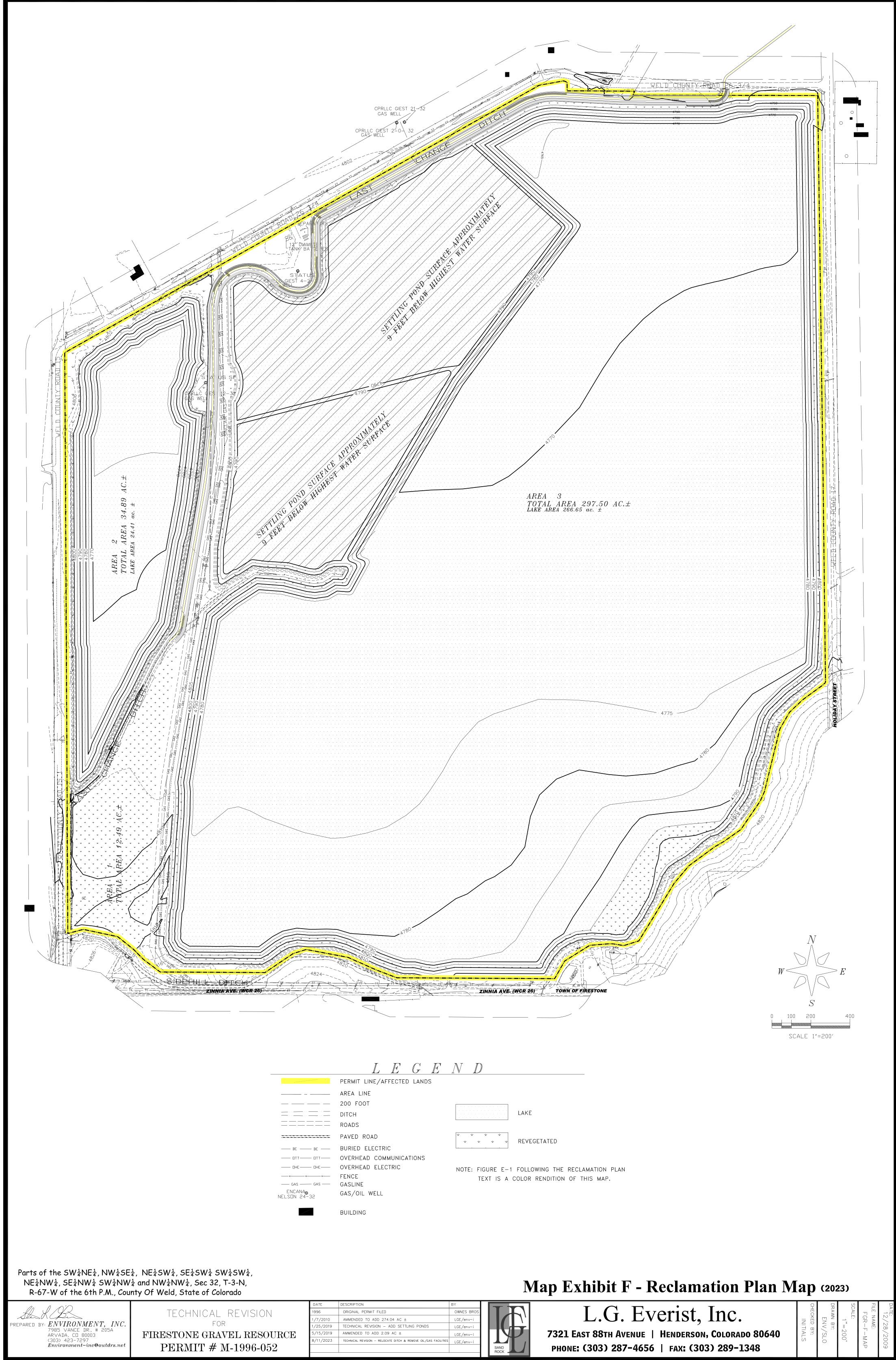
COLORADO DIVISION OF RECLAMATION, MINING AND SAFETY 1313 Sherman Street, Room 215, Denver, Colorado 80203 ph(303) 866-3567

REQUEST FOR TECHNICAL REVISION (TR) COVER SHEET						
File No.: M- 1996-052	Site Name: Firesto	Site Name: Firestone Gravel Resource				
_{County} Weld	TR#	(DRMS Use only)				
Permittee: L.G. Everist, I	nc.	Mailing Address: 7321 E 88th Ave, Suite 200				
Operator (If Other than Permittee):	same	Henderson, CO 80640				
		@lgeverist.com, cell-303-514-2778)				
Please provide a brief description o	f the proposed revision:	linor revision to reclamation plan				
This is a minor revision to the recla Gas structures, and the relocation	amation plan due to the a of an irrigation ditch, all v	bandonment and removal of some Oil & within the Firestone Gravel Resource site. ation Plan Map (2023) for more details.				
which does not have more than a m Environmental Protection Plan." T meets this definition. If the Division	inor effect upon the appropriate Division is charged with on determines that the propriate that the propriate in the propriate that the propriate	is: "a change in the permit or application oved or proposed Reclamation or th determining if the revision as submitted posed revision is beyond the scope of a TR, at to make the required or desired changes				
Division (as listed below by permit expedite the review process. After determine if it is approvable within TR, you will be notified of specific	type). Please submit the a the TR is submitted with a 30 days. If the Division re deficiencies that will need estanding deficiencies, the	I the appropriate fee is received by the appropriate fee with your request to the appropriate fee, the Division will equires additional information to approve a d to be addressed. If at the end of the 30 Division must deny the TR unless the required information.				
There is no pre-defined format for t sufficient information to the Division reclamation plan maps that accurate	on to approve the TR requ					
Required Fees for Technical Revisi your request for a Technical Revision		se mark the correct fee and submit it with				
Permit Type 110c, 111, 112 construction	Required TR	Fee Submitted (mark only one)				

\$216

\$175

\$1006



MINING TIMETABLE (revised 8-2023)

		ACRES ±			
Area*	YEARS	TOTAL	MINED AREA	MISC. (DITCHES, UNDISTURBED AREAS, ETC.)	
Area 1	1-2	12.49	9.31	3.18	
Area 2	2-4	34.89	31.23	3.66	
Area 3	28-34	297.50	280.56	16.94	
TOTALS	31-40	344.88	321.10	23.78	

^{*} areas are only used to explain the mining areas, not the direction or timing of the mining operations.

RECLAMATION TIMETABLE (revised 8-2023)

		ACRES ±				
Area	YEARS	TOTAL	Lake Area	REVEGE- TATION	Road	MISC. (DITCHES, UNDISTURBED AREAS, ETC.)
Area 1	3-5	12.49	0.00	9.31	0.00	3.18
Area 2	3-5	34.89	24.41	5.70	1.12	3.66
Area 3	3-5	297.50	266.65	12.70	1.21	16.94
TOTALS		344.88	291.06	27.71	2.33	23.78



August 1, 2022

LG Everist Inc. 7321 E. 88th Ave. Suite 200 Henderson, CO 80641

Re: Final Reclamation Agreement

Well	API No.
Nelson 24-32	05-123-20187
Robert Nelson 14-32	05-123-22016
Robert Nelson 2-8-32	05-123-24400
Nelson 4-32	05-123-15540
Owens Brothers 13-32	05-123-19552

Township 3 North, Range 67 West of the 6th P.M.
Section 32
Weld County, Colorado
a/k/a Weld County Parcel No. 120932300004 and 120932300002 (the "Property")

Dear Mr. Mathew Noteboom:

Crestone Peak Resources Operating, LLC ("Crestone"), a wholly-owned subsidiary of Civitas Resources, Inc. (the same and Crestone, collectively, "Civitas") has previously consulted with you concerning the final reclamation of the above-captioned wells ("Wells") in accordance with your direction concerning future use of the Property and applicable rules of the Colorado Oil and Gas Conservation Commission ("COGCC"). The Wells will be plugged and abandoned. All flowlines will be abandoned in place pursuant to COGCC rules and regulations. Pursuant to COGCC Rule 1001.c., Crestone and LG Everist Inc. (the "Surface Owner"), agree to enter into this Final Reclamation Agreement in order to set forth the respective rights and responsibilities of the parties and to request that the COGCC not require compliance with certain 1000-series rules.

The specific portion of the oil and gas location subject to this Final Reclamation Agreement and waiver include:

- The Wells wellhead surface locations in Township 3 North, Range 67 West of the 6th P.M. Section 32 in Weld County, Colorado
- The access road to the Wells and production facilities and the areas around the production facilities related to the Wells. (collectively the "Locations").



The reasons for Surface Owner entering into this Final Reclamation Agreement and thereby waiving Crestone's obligations for additional and final reclamation required under COGCC Rule 1004 at the Locations include:

Surface Owner is waiving final reclamation because the Property is and will continue to be mined
for rock, gravel, and other soil material. Crestone has worked cooperatively with Surface Owner
to ensure proper plugging of the Wells on each location and removal of all surface equipment at
the Wells location and at the production facilities area. Surface Owner believes waiver of final
reclamation requirements as provided herein will not result in any adverse impacts to public health,
safety and welfare, the environment or wildlife resources.

As the Surface Owner, you acknowledge that the current condition of the Property subject to this Final Reclamation Agreement is satisfactory to you and that Crestone need not perform the continuing final reclamation requirements under Rules 1004.a. and 1004.e, e.g., revegetation, recontouring, culvert removal, (if applicable), compaction alleviation, access road removal. If applicable, you acknowledge responsibility of all topsoil protection. Additionally, by executing this letter below, as the Surface Owner, you also acknowledge that you knowingly, and forever, waive all reclamation protections otherwise afforded by COGCC Rule 1004 and that you will assume responsibility for any further reclamation activities you wish to have undertaken on the Property as it relates to the Wells, production facilities area, and access roads.

If this Final Reclamation Agreement correctly reflects your agreement, please sign, date, and have your signature notarized on this letter and return to the undersigned.

Please be aware that although you have signed this Final Reclamation Agreement and Crestone subsequently submits a reclamation variance request to the COGCC, the COGCC may deny such request and Crestone will then be required to complete all final reclamation in accordance with the COGCC 1000 Series rules.

Thank you for your time and consideration in this matter. If you have any questions or comments, please contact Bob Bresnahan at 720.369.0432.

Respectfully,

Allyson Boies VP - Land Crestone Peak Resources Operating, LLC

(Signature and Acknowledgement on following page)



I acknowledge and agree as set forth above. LG EVERIST INC. Date: 8-11-22 ACKNOWLEDGEMENTS STATE OF COLORADO COUNTY OF Adams On this <u>llth</u> day of <u>August</u>, 2022, before me personally appeared <u>Matthew Notboom</u>, known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same. (SEAL) BRANDON WESCOTT OSTERT NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20204045113 My commission expires: 12/29/2024 Notary Public

LAST CHANCE DITCH RELOCATION AGREEMENT

This Last Chance Ditch Relocation Agreement (the "<u>Agreement</u>") is entered into this _____ day of November, 2022, by and between the Last Chance Ditch Company, a Colorado mutual ditch company (the "<u>Company</u>"), and L.G. Everist, Incorporated, a South Dakota corporation (the "<u>Owner</u>"). The Company and the Owner may be referred to herein as the "<u>Parties</u>" or individually as a "<u>Party</u>."

RECITALS

WHEREAS, the Owner is the fee-simple owner of certain real property (the "<u>Owner Property</u>") located in Section 32, Township 3 North, Range 67 West of the 6th PM, Weld County, Colorado, as the same is depicted on **EXHIBIT A**.

WHEREAS, the Company owns and operates the Last Chance Ditch (the "<u>Ditch</u>") (a portion of which is depicted in **EXHIBIT A**) within a prescriptive easement that crosses the Owner Property (the "<u>Existing Ditch Easement</u>") (also depicted in **EXHIBIT A**), and which the Owner desires to mine for sand and gravel, among other uses and activities (the "<u>Project</u>");

WHEREAS, construction of the Project will require the Owner to access and perform certain work within the Existing Ditch Easement;

WHEREAS, in connection with and in furtherance of the Project, the Owner desires to relocate and pipe a portion of the Ditch to the location described on **EXHIBIT B**, via the associated Replacement Ditch Easement (as defined below) (collectively, the "Relocated Ditch Site");

WHEREAS, pursuant to the terms and conditions in this Agreement, the Company agrees to the relocation and piping of a portion of the Ditch to the Relocated Ditch Site; and

WHEREAS, the Company and the Owner enter into this Agreement for the purpose of setting forth their respective rights and obligations and their understandings and agreements regarding the relocation and piping of a portion of the Ditch from the Existing Ditch Easement to the Relocated Ditch Site, including but not limited to the Owner granting to the Company the Replacement Ditch Easement, and the Company releasing, terminating, and quitclaiming to the Owner the Company's interest in the Existing Ditch Easement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter expressed, the Parties agree as follows:

AGREEMENT

- 1. **Sequencing of Performance**. This Agreement is intended to be performed in a certain sequence. The sequence is outlined below.
 - a. Prior to execution of this Agreement and as a condition precedent to the Owner commencing any construction of improvements for the relocated Ditch on the Owner Property, the Company shall approve the construction plans, specifications, and drawings (collectively, the "<u>Plans</u>"), for the relocated Ditch and improvements and appurtenances to be constructed and installed at the Relocated Ditch Site (the "<u>Relocated Ditch Improvements</u>"), which approval

- shall not be unreasonably withheld, conditioned, or delayed. The approved Plans are attached as **EXHIBIT B**. The Company has reviewed and approved the Plans.
- b. Concurrent with the Parties' execution of this Agreement, the Owner shall execute and deliver to the Company a Ditch Easement Deed in the form attached as **EXHIBIT C**, for the Relocated Ditch Site (the "Replacement Ditch Easement").
- c. Owner shall obtain all required permits from the local government with jurisdiction, the State of Colorado, and agencies of the federal government, as applicable (collectively, the "Permitting Agencies"), and the Company hereby grants to the Owner access over, under, across, and through the Existing Ditch Easement and Replacement Ditch Easement to complete the work provided in this Agreement.
- d. The Owner shall construct the Relocated Ditch Improvements on the Owner Property pursuant to the Plans and as further set forth below.
- e. The Company shall inspect the Relocated Ditch Improvements as described in Section 2(d) below, and if any items are identified in the Punch List, the Owner shall make such reasonable repairs or corrections reasonably required by Owner so that the Relocated Ditch Improvements are constructed in accordance with the Plans. Upon the Company's reasonable satisfaction with the construction, installation, and performance of the Relocated Ditch Improvements, the Company shall promptly accept the Relocated Ditch Improvements via the Notice of Acceptance described in Section 2(d).
- f. Upon approval of the Relocated Ditch Improvements, a closing (the "Closing") shall occur at which time the Company will deliver to the Owner documents sufficient to release, terminate, and extinguish the Company's interest in the Existing Ditch Easement so that the associated real property shall thereafter be solely for the Owner's use. Upon the Closing, the Company shall commence use of the Relocated Ditch Improvements per the terms of the Replacement Ditch Easement.

2. Construction of the Relocated Ditch Improvements.

- a. The Owner shall construct the Relocated Ditch Improvements, at the Owner's sole risk, cost, and expense, in accordance with the Plans.
 - i. Detail Sheet #11 of the approved Plans contains a placeholder to relocate, as part of the Relocated Ditch Improvements, the existing Varra diversion structure. Unlike the relocation of the Accord St. Vrain Valley Ranch #1 diversion structure (identified on Detail Sheet #6), the design of which is described at Detail Sheet #24, and the relocation of the Accord St. Vrain Valley Ranch #2 diversion structure (identified on Detail Sheet #6), the design of which is described at Detail Sheet #25, the relocation of the existing Varra diversion structure includes the note stating "approximate location, diversion size, and layout to be determined". Varra Companies, Inc. ("Varra") owns the existing Varra diversion structure. Prior to commencement of construction of the Relocated Ditch Improvements, the Owner and Varra shall agree upon the location and design of the relocated Varra diversion structure which shall be of similar scope and capacity of the existing

Varra diversion structure being relocated, and the Owner, pursuant to Section 2(f), shall obtain approval of the Company, such approval not to be unreasonably withheld, conditioned, or delayed. The Plans shall be amended to include the approved design of the relocated Varra diversion structure as an additional Detail Sheet and an as-built of the same shall be included with the as-built drawings of the Relocated Ditch Improvements as required by Section 2(d).

- b. The Owner shall be solely responsible for compliance with all permit conditions and shall indemnify the Company and hold it harmless for any permit violations or other violations of applicable law related to the construction of the Relocated Ditch Improvements.
- c. The Owner and its respective employees, agents, contractors, and subcontractors shall have the right to enter the Existing Ditch Easement and Replacement Ditch Easement in order to remove and deconstruct any existing improvements and construct and install the Relocated Ditch Improvements in accordance with the Plans. The installation of the Relocated Ditch Improvements shall be completed on or before September 1, 2023, subject to extensions of time for any force majeure delays. The Company prefers that the installation of the Relocated Ditch Improvements be completed between November 1st and March 15th. If the Owner decides to do work during the period between March 16th and October 31st, it must submit to the Company and, prior to any such installation, the Company must approve a plan by which the Company's water shall be bypassed around the construction area. Approval of such plan by the Company shall not be unreasonably withheld, conditioned, or delayed.
- d. Upon substantial completion of the Relocated Ditch Improvements, the Owner shall provide notice of such completion to the Company. Within thirty (30) days following receipt of such notice, the Company will have the opportunity to conduct a final inspection. If the Company does not inspect the Relocated Ditch during such time frame, the Company shall be deemed to have fully accepted the Relocated Ditch. If the completion occurs outside of the March 16 to October irrigation window or if the Company is otherwise unable to run water through the Relocated Ditch Improvements in order to satisfactorily test those improvements, the Ditch Company shall not be deemed to have accepted the Relocated Ditch Improvements until such time as the testing is complete. The Parties shall use good faith efforts to complete such testing in the time frames set forth in this Subsection (d), including the delivery of alternate water through the Relocated Ditch Improvements if Bonus Ditch water is unavailable. If the Company completes the inspection, it shall either: (i) issue a Notice of Acceptance, confirming its acceptance of the Relocated Ditch or (ii) issue a Punch List, identifying any variances between the approved plans and the completed construction and outlining requested repairs (the "Punch List"). The Owner and the Company shall thereafter use good faith efforts to agree upon the final contents of the Punch List. The Owner shall thereafter make such repairs or corrections as described in the approved Punch List and, upon completion, shall notify the Company. The Company will approve the Relocated Ditch Improvements for permanent connection to the Ditch when the Company has reasonably determined that they are constructed and installed and perform in substantial conformance with the Plans, and the Company has received "as-built" drawings of the Relocated Ditch Improvements from the Owner.

- e. The Owner agrees to timely repair and remediate any damage of any kind or nature, to the Ditch or the Ditch Easement that is caused by its employees, agents, contractors, or licensees while constructing and installing the Relocated Ditch Improvements.
- f. The Owner shall perform the work subject to this Agreement substantially in accordance with the Plans. Any and all modifications to the Plans shall be subject to the prior approval of the Company, which approval shall not be unreasonably withheld, conditioned, or delayed, and which shall be evidenced by written confirmation by the Company's authorized representative. The Company shall identify its authorized representative and provide the Owner with the contact information of its authorized representative at the time of execution of this Agreement.
- g. The Owner shall be solely responsible for all costs and expenses of the performance of the construction work associated with the Project. The construction work shall be done without cost to the Company.
- h. Nothing in this Agreement authorizes any contractor or subcontractor of the Owner or the Company to encumber any portion of the Replacement Ditch Easement, or the Relocated Ditch Improvements, with any liens, including without limitation mechanics liens. Each Party shall defend and hold harmless the other Party from any and all liens arising from such Party's use of the Replacement Ditch Easement or the Relocated Ditch Improvements and shall cause the same to be removed of record or bonded around within sixty (60) days after receipt of written notice of any such lien.
- i. During construction and installation of the Relocated Ditch Improvements, the Company shall have the right of access at all times to observe the construction and installation. Upon notice to the Owner, any work that is unacceptable to the Company which affects the Ditch or Ditch Easement, shall be immediately removed, and replaced or otherwise rectified to the reasonable satisfaction of the Company. Upon the completion of the Relocated Ditch Improvements, the Owner shall promptly notify the Company, and the Parties shall inspect that portion of the Project work performed that affects the Company's Ditch or Ditch Easement. To the extent that there are any material deficiencies or variations in the construction and installation from that described in the approved Plans, or the Company reasonably determines that the work is substandard or materially effects the functionality of the Ditch or impairs the Company's reasonable use and enjoyment of the Replacement Ditch Easement, the Owner shall forthwith remedy the same at the Company's request. In so doing, the Owner shall meet all reasonable requirements of the Company for the protection of the Ditch and the Ditch Easement.
- 3. Maintenance, Repairs, and Replacement of the Relocated Ditch Improvements. For a period of six (6) months after the Notice of Acceptance, any maintenance, repair, or replacement of the Relocated Ditch Improvements, including but not limited to cleaning of any silt or other material from the piped portion by high pressure wash or other means, and repair and replacement of any associated grates or cleanouts, shall be the responsibility of the Owner, its assigns, and successors. This includes the cleaning of any trash racks or lattices which may be installed at the entry or exit of the piped portion. If the Company becomes aware of a necessary maintenance, repair, or replacement to the piped portion, it shall notify the Owner in writing. Thereafter, any such maintenance, repair, or replacement of the Relocated

Ditch Improvements shall be the sole responsibility of the Company. The Parties shall confer and attempt to agree on the necessary maintenance, repair, or replacement. If maintenance, repair or replacement of the piped portion is determined to be necessary and the responsible party does not complete such maintenance, repair or replacement in a commercially reasonable period, the other party may complete the maintenance, repair or replacement and recover the cost of the maintenance, repair or replacement from the responsible party; except that if, at any time, there is a situation which interrupts, threatens to interrupt or prevents water from being delivered for use from the relocated Ditch, then the Company may immediately make the repairs or take other actions necessary to remedy the situation at its sole cost. In the event of emergency, all parties shall be notified of the situation as soon as possible.

- 4. Closing. Within ten (10) days after Company's approval of the Relocated Ditch Improvements, the Company shall execute such documents reasonably requested by the Owner to release, terminate, and extinguish the Existing Ditch Easement for the Owner's use thereof.
- 5. Release of Claims and Indemnification.
 - a. The Owner and its respective employees, agents, contractors, subcontractors, and assigns (together with the Owner, the "Responsible Parties") shall enter onto the Existing Ditch Easement at their own risk and they further ASSUME ALL RISKS related to the same. The Company, its successors, assigns, employees, agents, officers, directors, or stockholders (the "Company's Indemnified Parties") shall have no liability to the Responsible Parties, except to the extent caused by the gross negligence or willful misconduct of the Company's Indemnified Parties, for any losses related to or arising from entry onto the Existing Ditch Easement, and the Responsible Parties hereby irrevocably and forever release the Company's Indemnified Parties from any losses relating thereto (including but not limited to personal injury and property damage), except to the extent the same were caused by the Company's Indemnified Parties' gross negligence or willful misconduct. The Owner shall ensure that all Responsible Parties acknowledge and accept the terms of this Section 5(a) prior to commencement of work within the Existing Ditch Easement.
 - b. Interruptions or reductions of flows in the Ditch may have significant impact on the Company's shareholders, due to lost crops or production or limitations on municipal water supplies, and the parties agree that any indemnities relating to the same shall be as described in the Ditch Easement Deed.
 - c. By virtue of entering into this Agreement, the Company assumes no liability for the Project or the Relocated Ditch Improvements.

6. Additional Provisions.

- a. No water shall be taken from the Ditch by virtue of this Agreement.
- b. The Owner may install those utility and other crossings or place structures in, under, through, or upon the Existing Ditch Easement and the Relocated Ditch Easement that are shown on the Plans. The Owner shall be required to obtain approval from the Company for any future utility or other crossings of or encroachments in, under, through, or upon the Relocated Ditch Easement not shown on the Plans.

- c. The Owner agrees to reimburse the Company (or pay directly) for the reasonable engineering and legal costs incurred by the Company in preparing and approving this Agreement and the Ditch Easement Deed. If the Company has not received payment within sixty days after the date of the invoice, the Owner shall have breached this Agreement and the Company may institute legal proceedings to collect the amount due and owing. In any proceeding to enforce the terms of this Agreement, the Company shall be entitled to its costs and reasonable attorney's fees from the Owner.
- d. In the event of default in the performance of any of the obligations set forth herein which the defaulting Party does not cure within fifteen (15) days for a financial default or thirty (30) days for a non-financial default, in both cases after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than fifteen (15) or thirty (30) days, as the case may be, to cure, if the defaulting Party shall fail to undertake substantial action to cure such default within such fifteen (15) day or thirty (30) day period after written notice of default and diligently pursue such cure thereafter) the non-defaulting Party shall have all remedies that may be available to it in law or equity. In the event of any legal action or proceeding arising out of or in any way related to this Agreement, the prevailing party will be entitled to recover all costs and expenses, including attorneys' fees, relating to such event or action as well as any fees or expenses incurred on appeal.
- e. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of litigation, venue shall be exclusively proper in Boulder County, Colorado.
- f. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage, and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address which has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. mail.

THE LAST CHANCE DITCH COMPANY Attn: President P.O. Box 119 Longmont, CO 80502-0119

Operational Contact
Garrett Varra at 720-272-2857 [cell]

Copy to: Scott Holwick Lyons Gaddis P. O. Box 978 Longmont, CO 80502 L.G. EVERIST, INCORPORATED

Matthew Noteboom, P.E. – V.P. Mountain Division
7321 E. 88th Ave., Suite 200

Henderson, CO 80640

Operational Contact
Matthew Noteboom at 303-941-9620

Copy to: Mike Fredregill Welborn Sullivan Meck & Tooley, P.C. 1401 Lawrence Street, Suite 1800 Denver, CO 80202

- g. This Agreement, unless modified by Court Order or by written agreement of the Parties, shall be perpetual and binding on any successors or assigns of the Parties.
- h. If any provision in this Agreement is held invalid, illegal, or unenforceable by a court of law, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby and will remain in full force and effect.
- This Agreement with exhibits constitutes the entire understanding and agreement between the Parties. Any prior agreements, understandings, and representations are of no further force and effect.
- j. This Agreement may be executed by facsimile signatures and all such signatures shall be considered as original signatures for all purposes hereunder, except that the parties shall execute a complete document with original signatures for the purpose of recording it in the real estate records of Boulder County.
- k. This Agreement may be executed in several counterparts and as so executed, shall constitute one Agreement, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

This Agreement may be recorded, at either Party's option, and if so recorded, the cost of such recording shall be borne by the Owner.

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LAST CHANCE DITCH COMPANY, a Colorado nonprofit corporation

By: _

Garrett Varra, President

ATTEST!

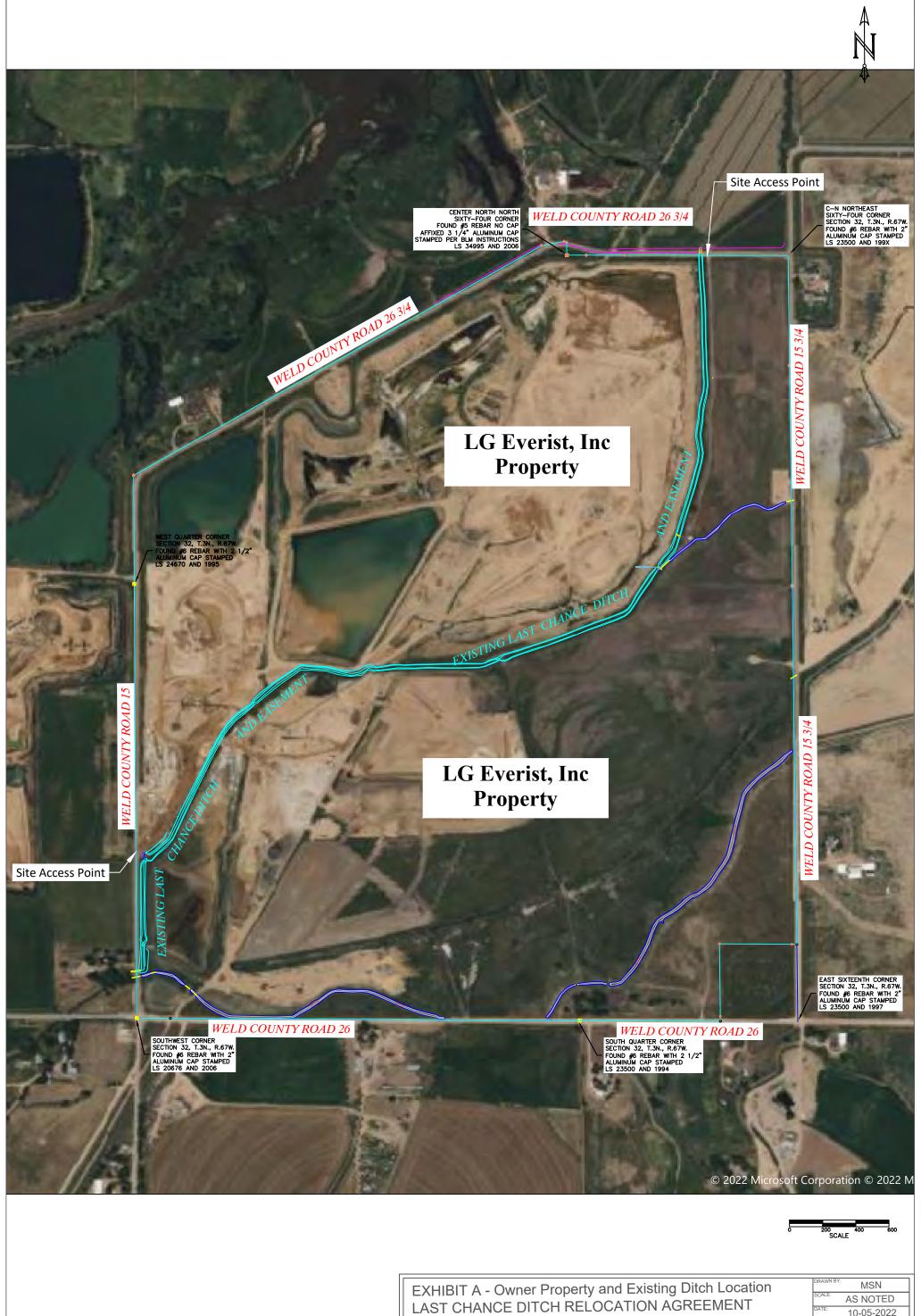
Angie Swanson, Secretary

was ay in

L.G. Everist, Incorporat	ed, a South Dak	ota corporation			
By: Mahrey Name: Ma alicy	Noteboom				
Title: VP- Moun					
STATE OF <u>Colorado</u>)				
COUNTY OF Adams) ss.)				
	, 2022, by	ed and sworn to b		28 ^{+h} day of	
as Vice President		for L.G. Everist	, Incorporated ,	a South Dakota co	rporation.
Witness my hand and o	fficial seal.				
My commission expires	: 12/29/2024	B	Læ	40	_
		Notary Public			
		•			
		NOTA	BRANDON WESCOTT	OSTERT	
		4	RY PUBLIC - STATE O NOTARY ID 202040- DMMISSION EXPIRES D	45113	
		1	SAVINGSION EXPIRES L	72. 29, 2024	

EXHIBIT A

Owner Property and Existing Ditch Easement



L.G. EVERIST, INC.
We Deliver Solutions!
FT. LUPTON, CO

DATE: 10-05-2022

DRAWING NO. REV.

L01



EXHIBIT B

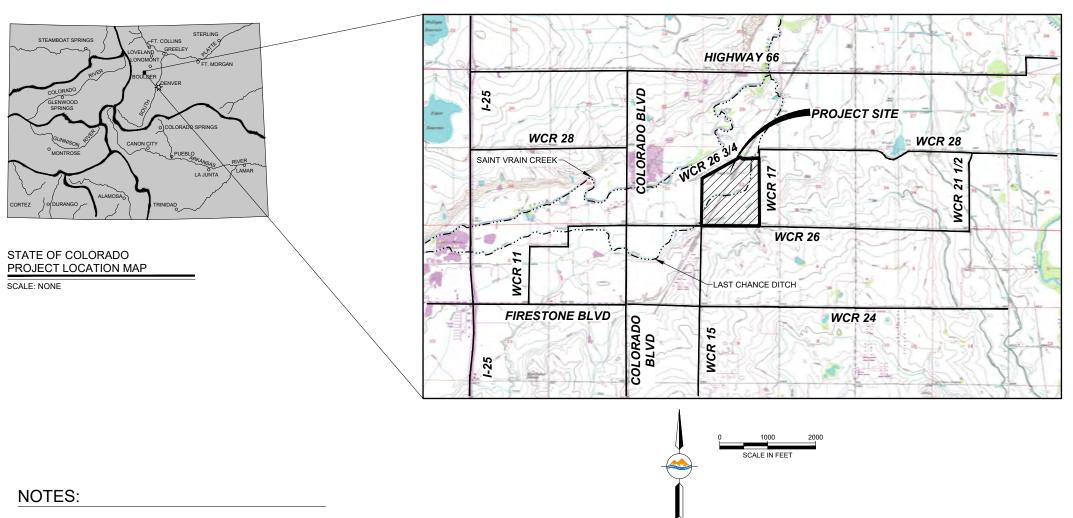
Plans and Specifications

LAST CHANCE DITCH RELOCATION FIRESTONE GRAVEL PIT

PREPARED FOR

LG EVERIST, INC

7321 E 88TH AVE, STE 200 HENDERSON, CO 80640



SHEET INDEX

- **COVER & VICINITY MAP**
- 2 EXISTING CONDITIONS & SURVEY CONTROL
- GENERAL PLAN
- 4 PLAN & PROFILE STA 0+00 TO 8+00
- 5 PLAN & PROFILE STA 8+00 TO 16+00
- 6 PLAN & PROFILE STA 16+00 TO 24+00
- 7 PLAN & PROFILE STA 24+00 TO 32+00
- 8 PLAN & PROFILE STA 32+00 TO 40+00
- 9 PLAN & PROFILE STA 40+00 TO 48+00
- 10 PLAN & PROFILE STA 48+00 TO 51+00
- 11 PLAN & PROFILE STA 52+00 TO 59+00
- 12 CROSS SECTION FROM STA 0+00 TO 4+00
- 13 CROSS SECTION FROM STA 4+00 TO 8+50
- 14 CROSS SECTION FROM STA 8+50 TO 13+00
- 15 CROSS SECTION FROM STA 13+00 TO 17+50
- 16 CROSS SECTION FROM STA 17+50 TO 22+00
- 17 CROSS SECTION FROM STA 22+00 TO 26+50
- 18 CROSS SECTION FROM STA 26+50 TO 31+00
- 19 CROSS SECTION FROM STA 31+00 TO 35+50
- 20 CROSS SECTION FROM STA 35+50 TO 40+00
- 21 CROSS SECTION FROM STA 40+00 TO 44+50
- 22 CROSS SECTION FROM STA 44+50 TO 48+50
- 23 CROSS SECTION FROM STA 49+00 TO 50+00 24 DIVERTION STRUCTURE AT STA 19+47
- 25 DIVERTION STRUCTURE AT STA 27+80

SUMMIT WATER ENGINEERS, INC. IS NOT A GUARANTOR OF THE PERFORMANCE OF THE WORK.

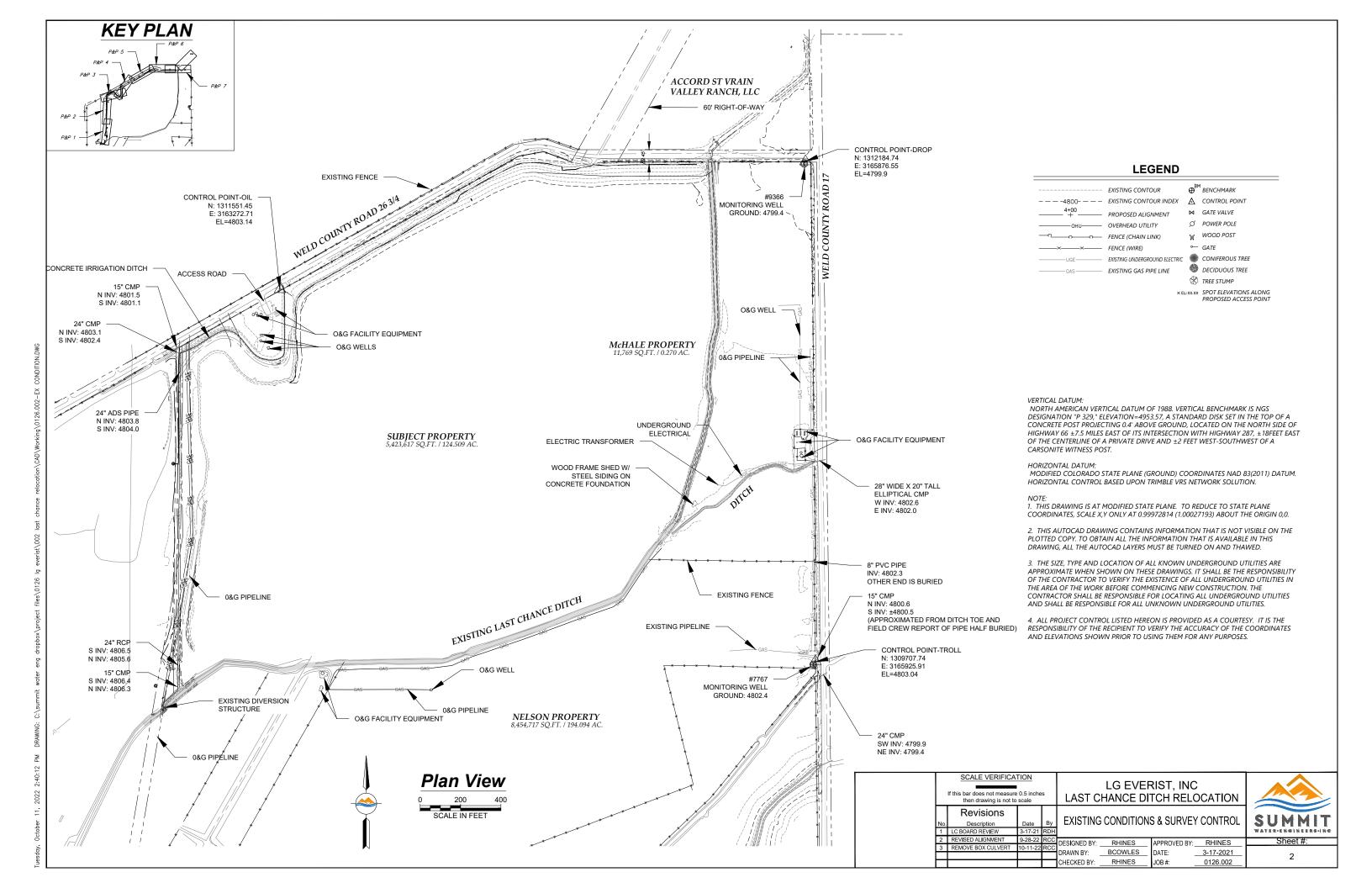
SUMMIT WATER ENGINEERS, INC. IS NOT RESPONSIBLE FOR SAFETY, IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATED THERETO.

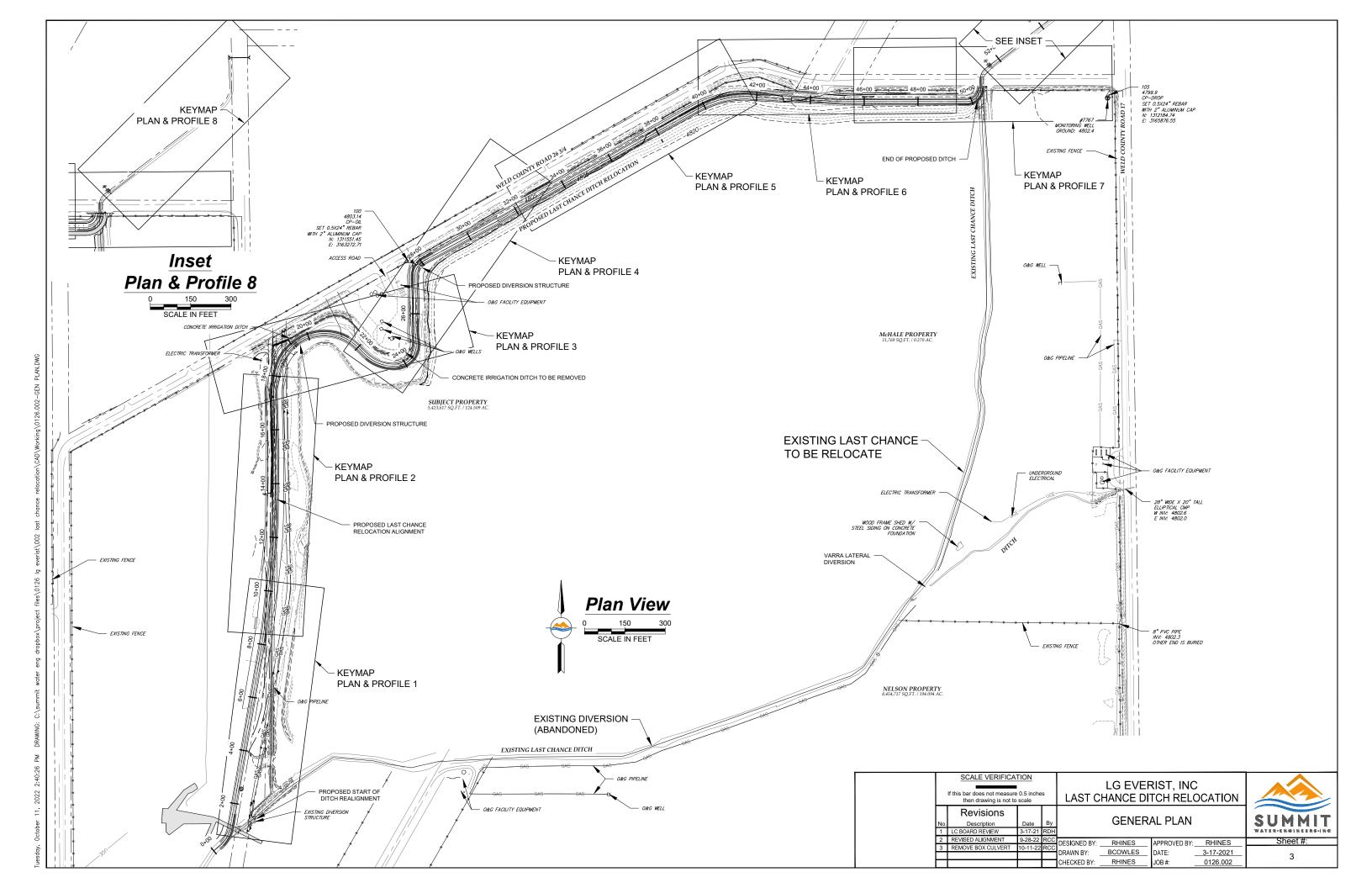
SUMMIT WATER ENGINEERS, INC. EXERCISES NO CONTROL OVER THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, FORMS, OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR OVER THE SUPERINTENDING OF THE SAME.

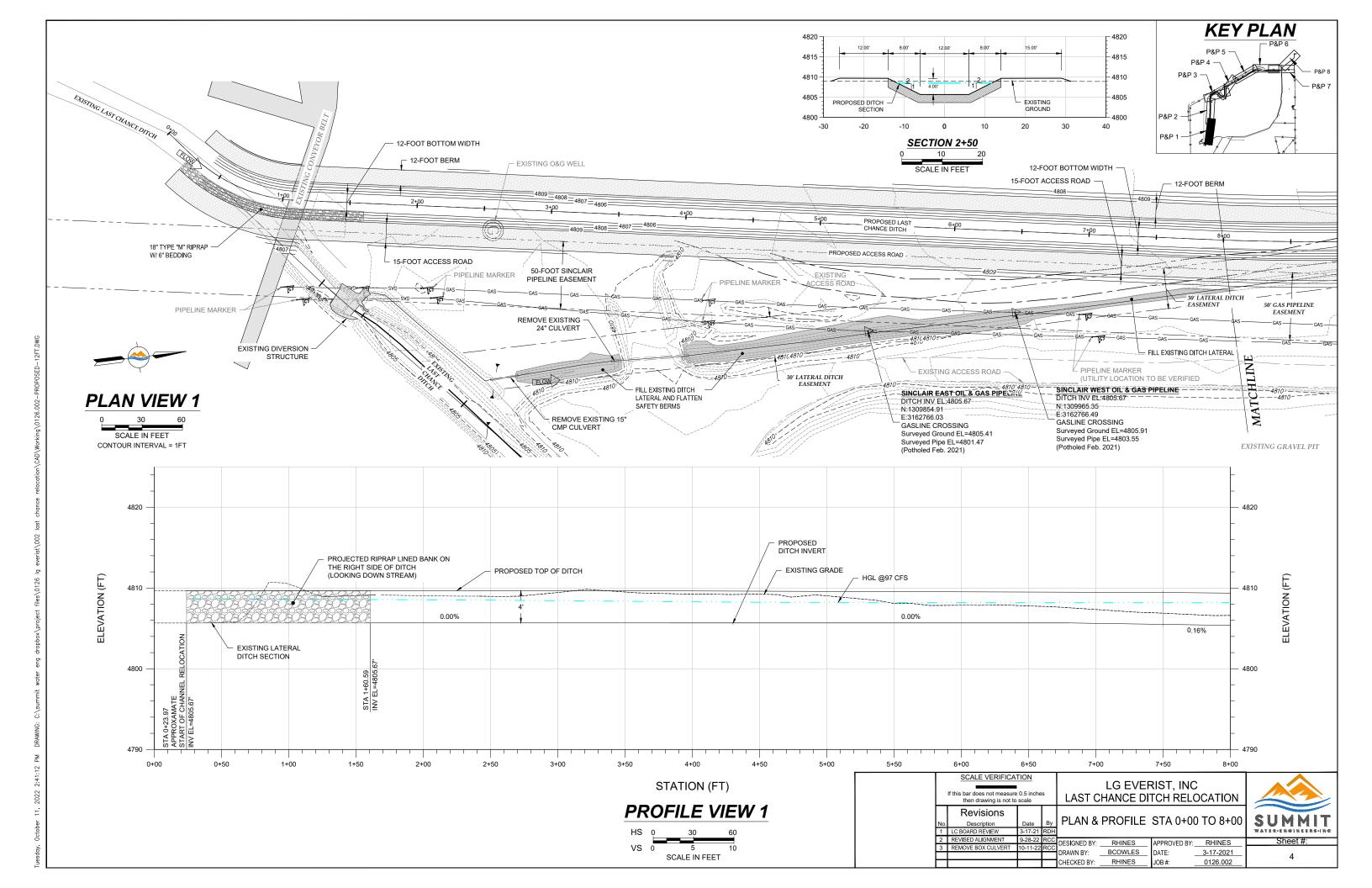


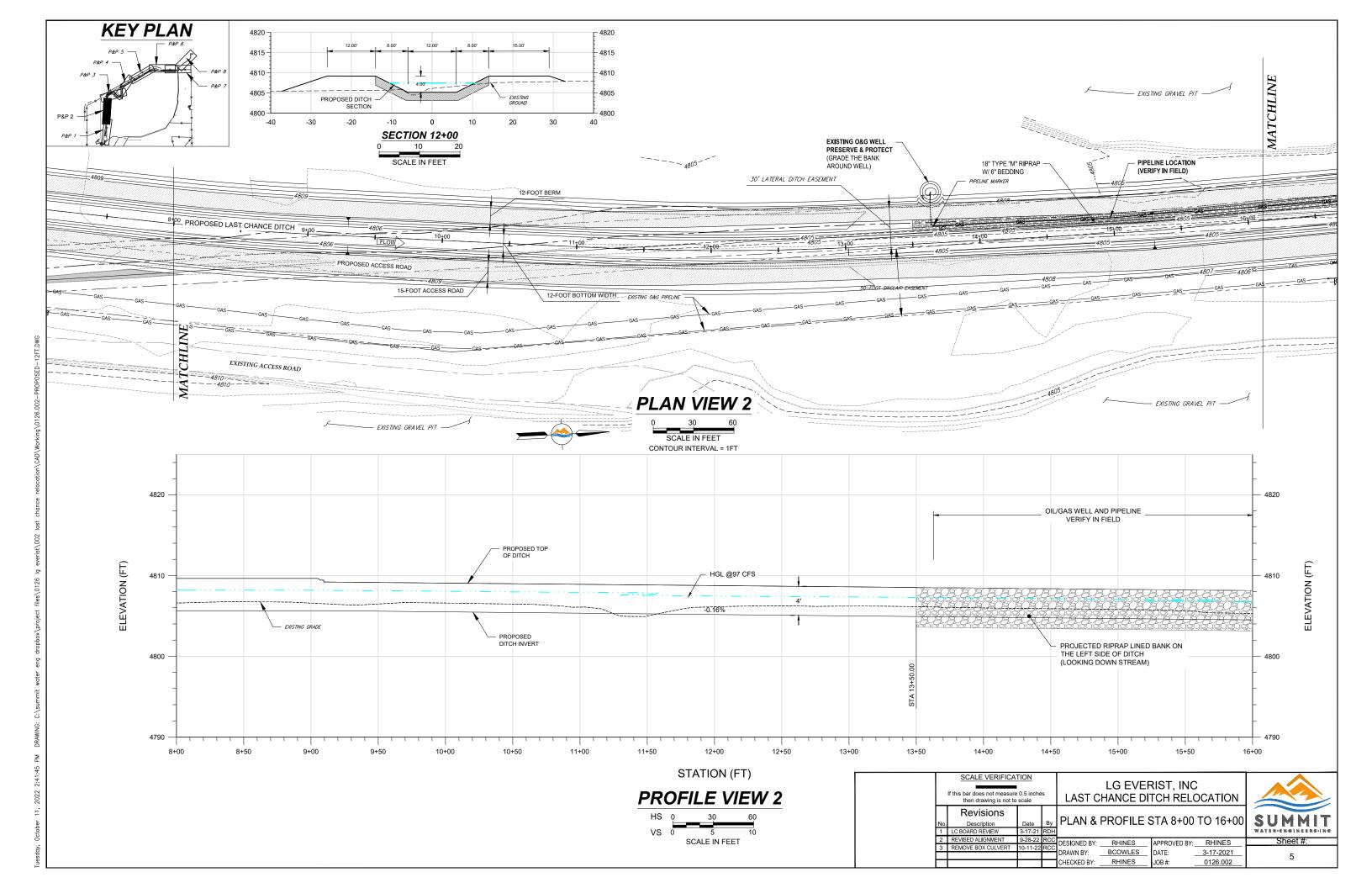
SLIMMIT WATER ENGINEERS INC. ASSUMES NO. RESPONSIBILITY SUMMIT WATER ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIEY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

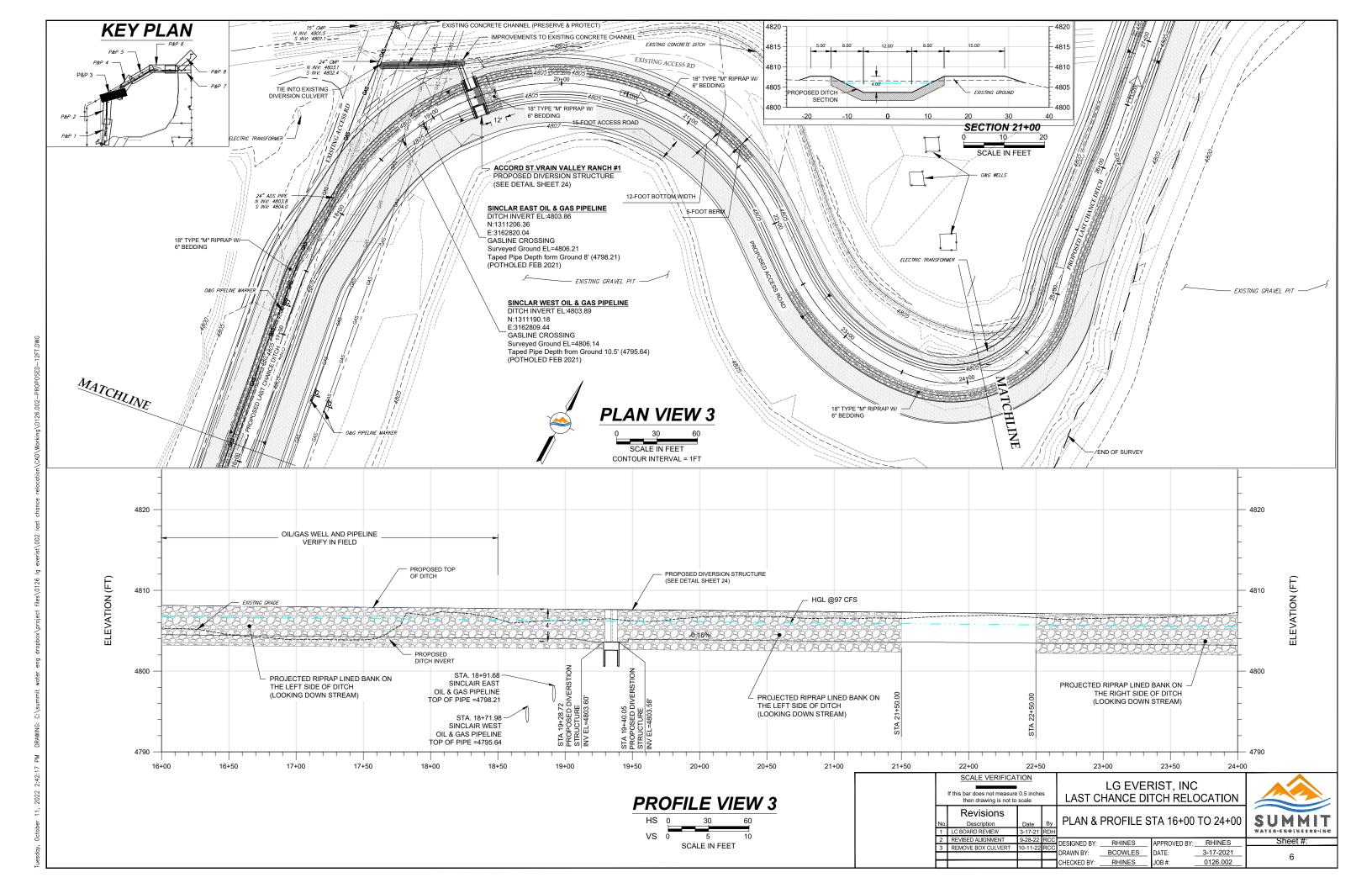
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	No.	Revisions Description LC BOARD REVIEW	_	By RDH	l	SUMMIT	
	2	REVISED ALIGNMENT	9-28-22		DESIGNED BY: RHINES	APPROVED BY: RHINES	Sheet #:
	3	REMOVE BOX CULVERT	10-11-22	RCC	DRAWN BY: BCOWLES	DATE: 3-17-2021	,
					CHECKED BY: RHINES	JOB NUMBER: 0126.002	1

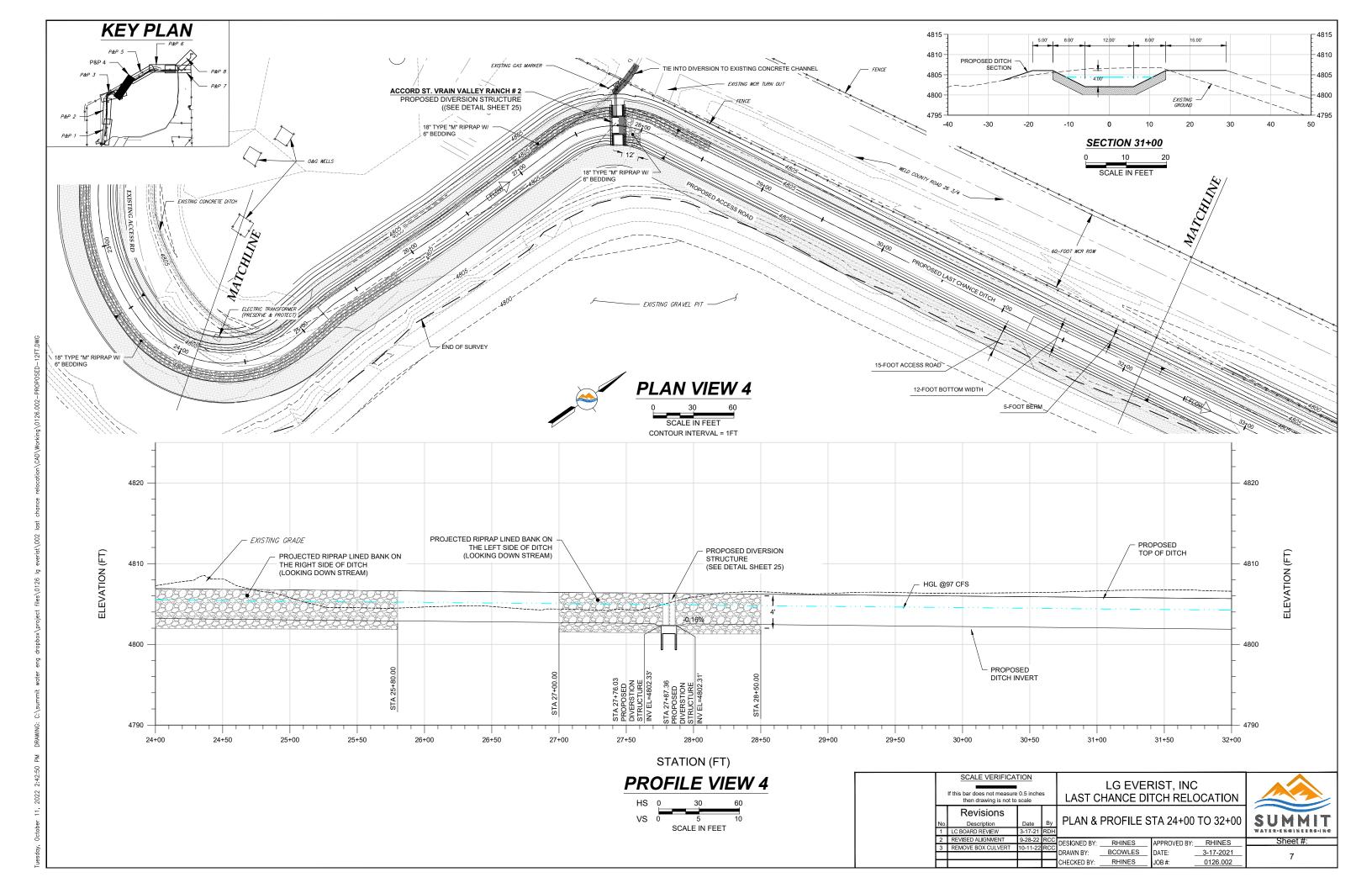


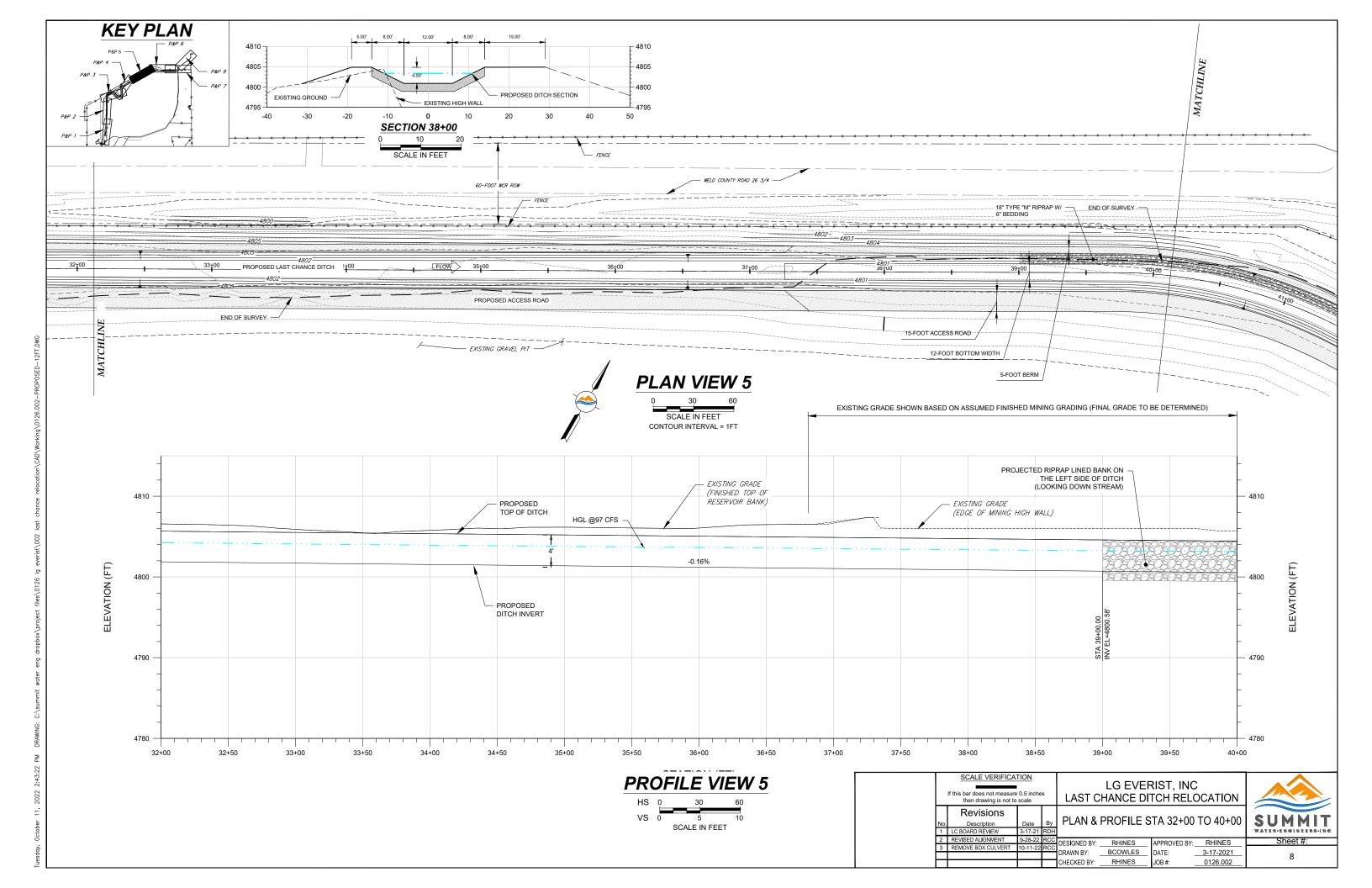


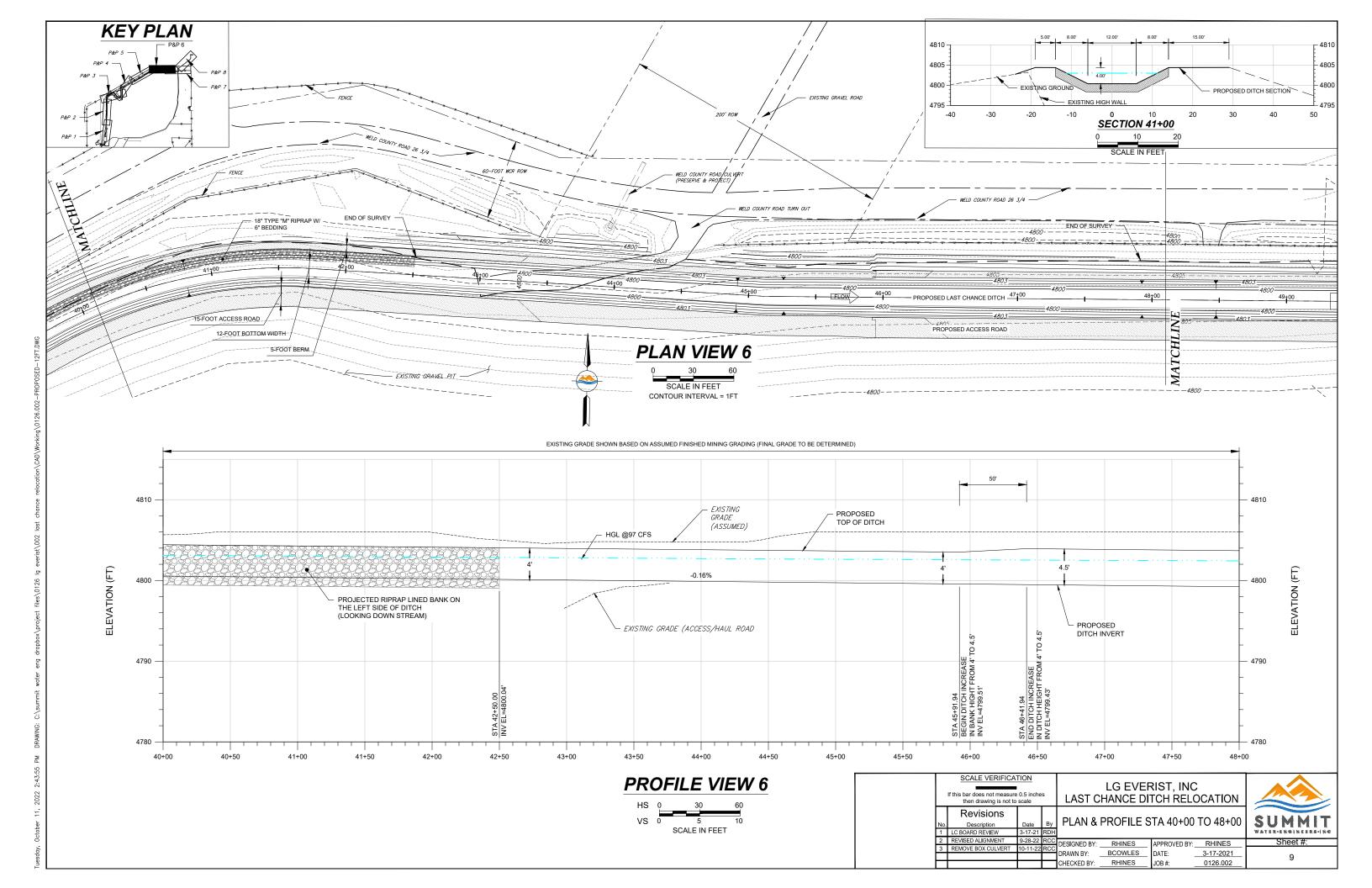


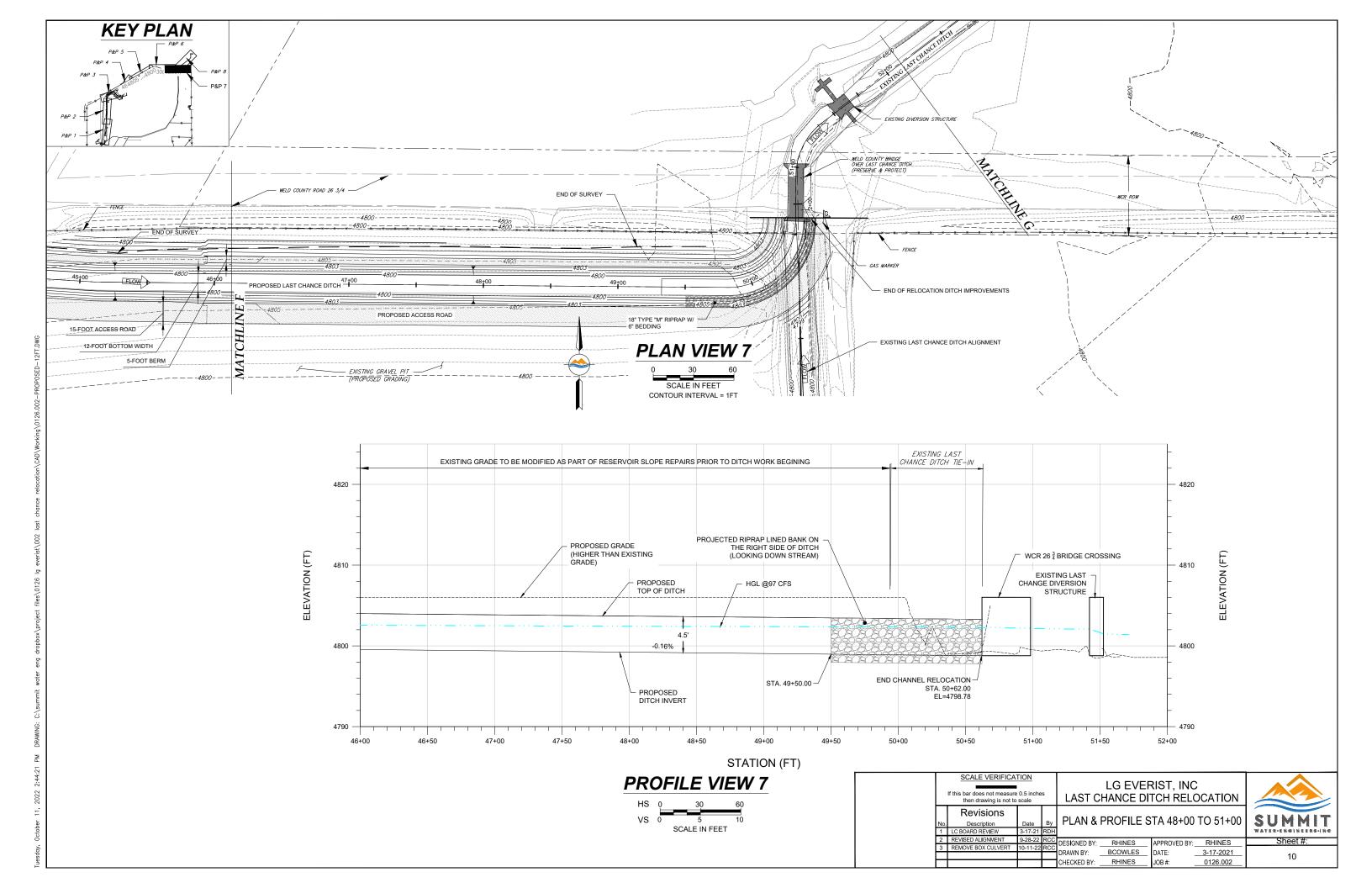


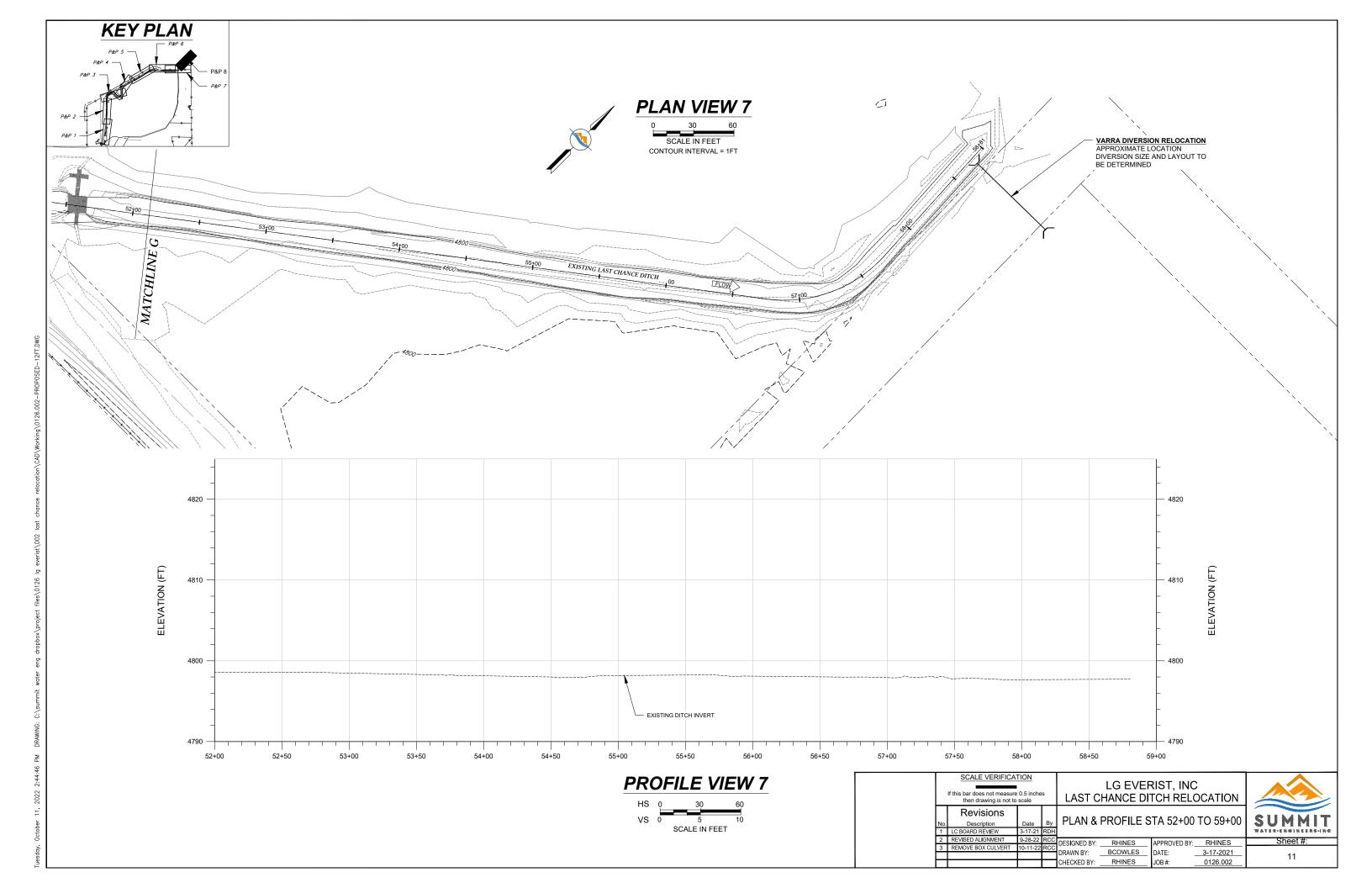


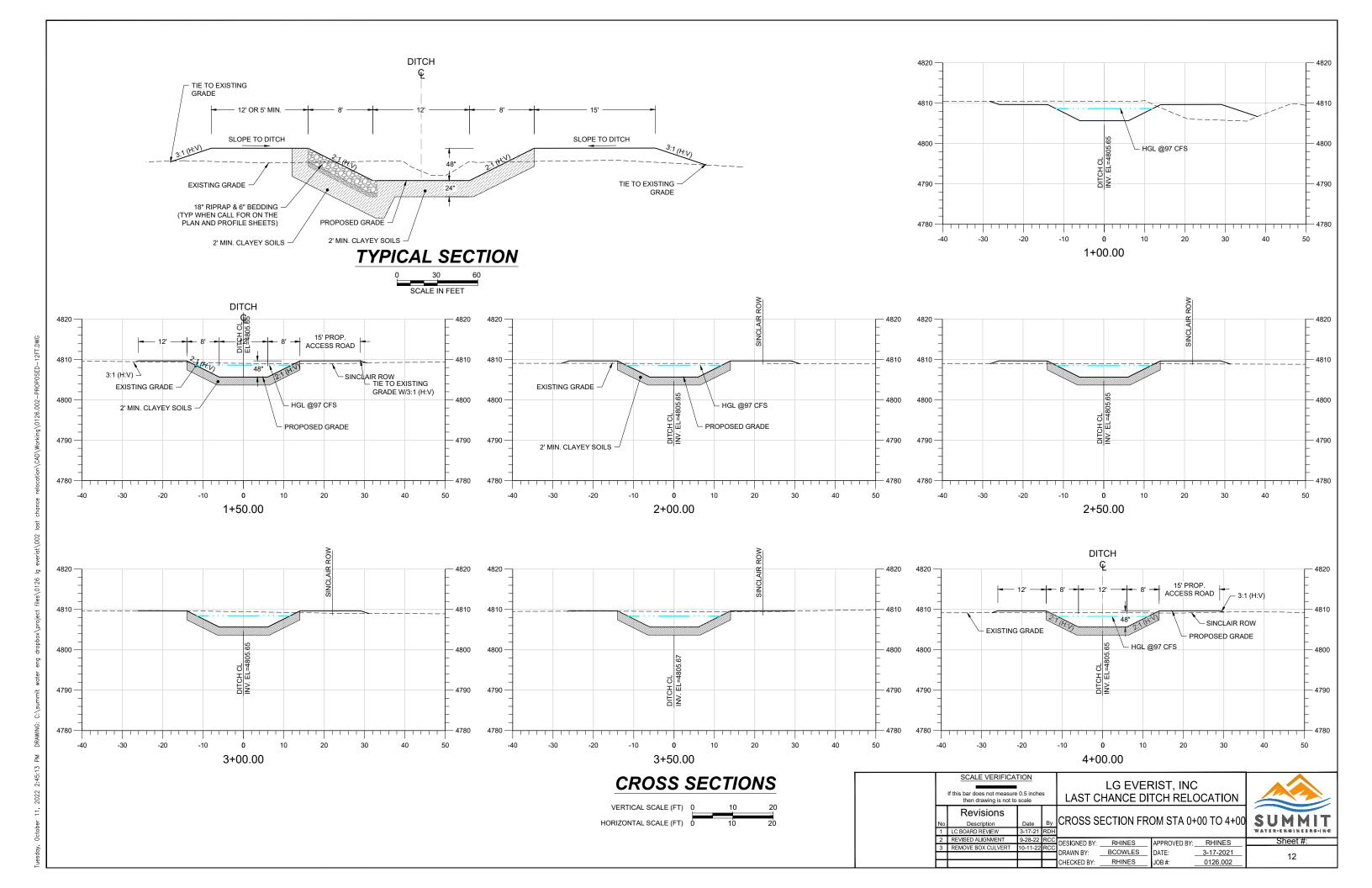


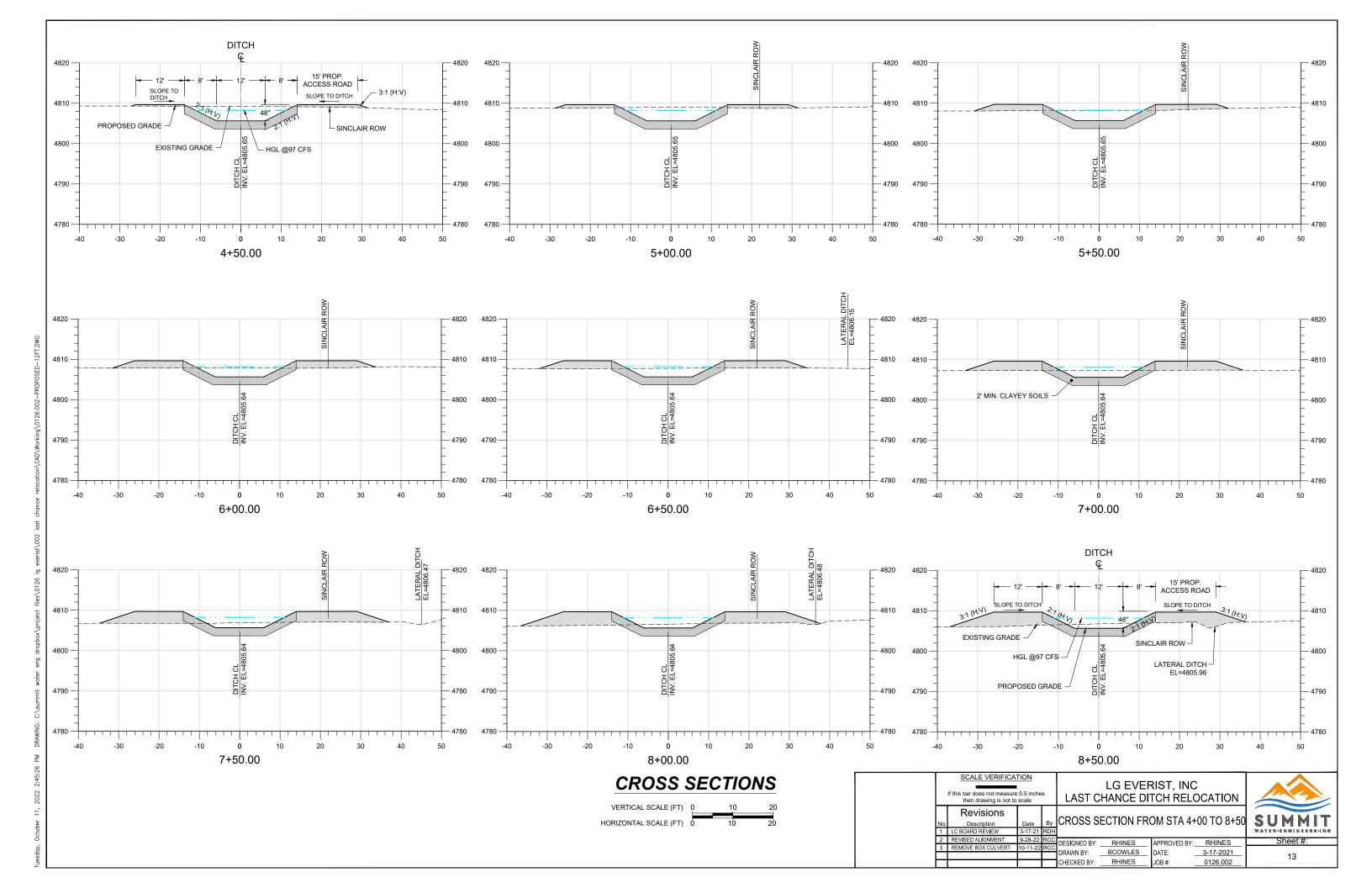


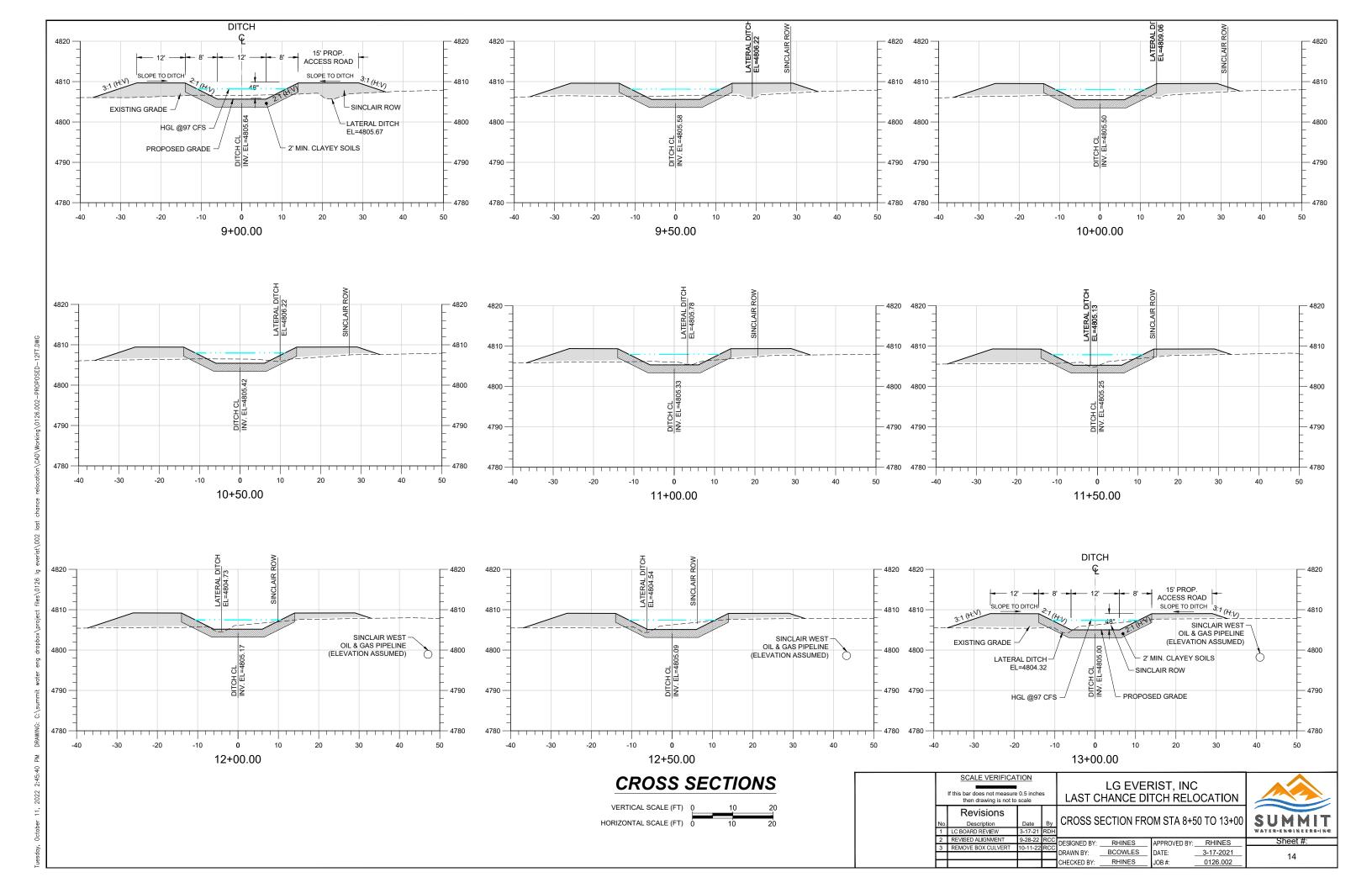


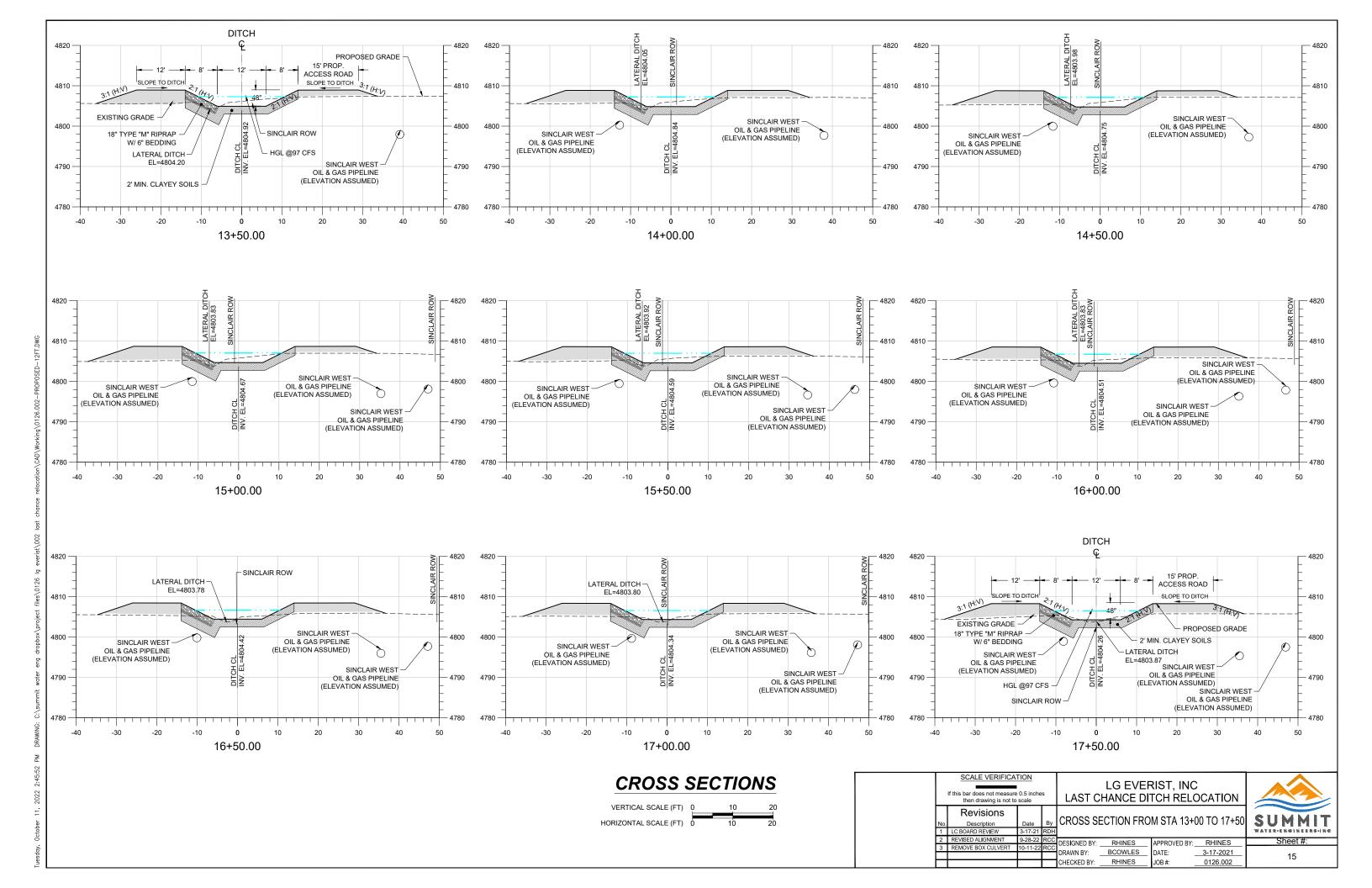


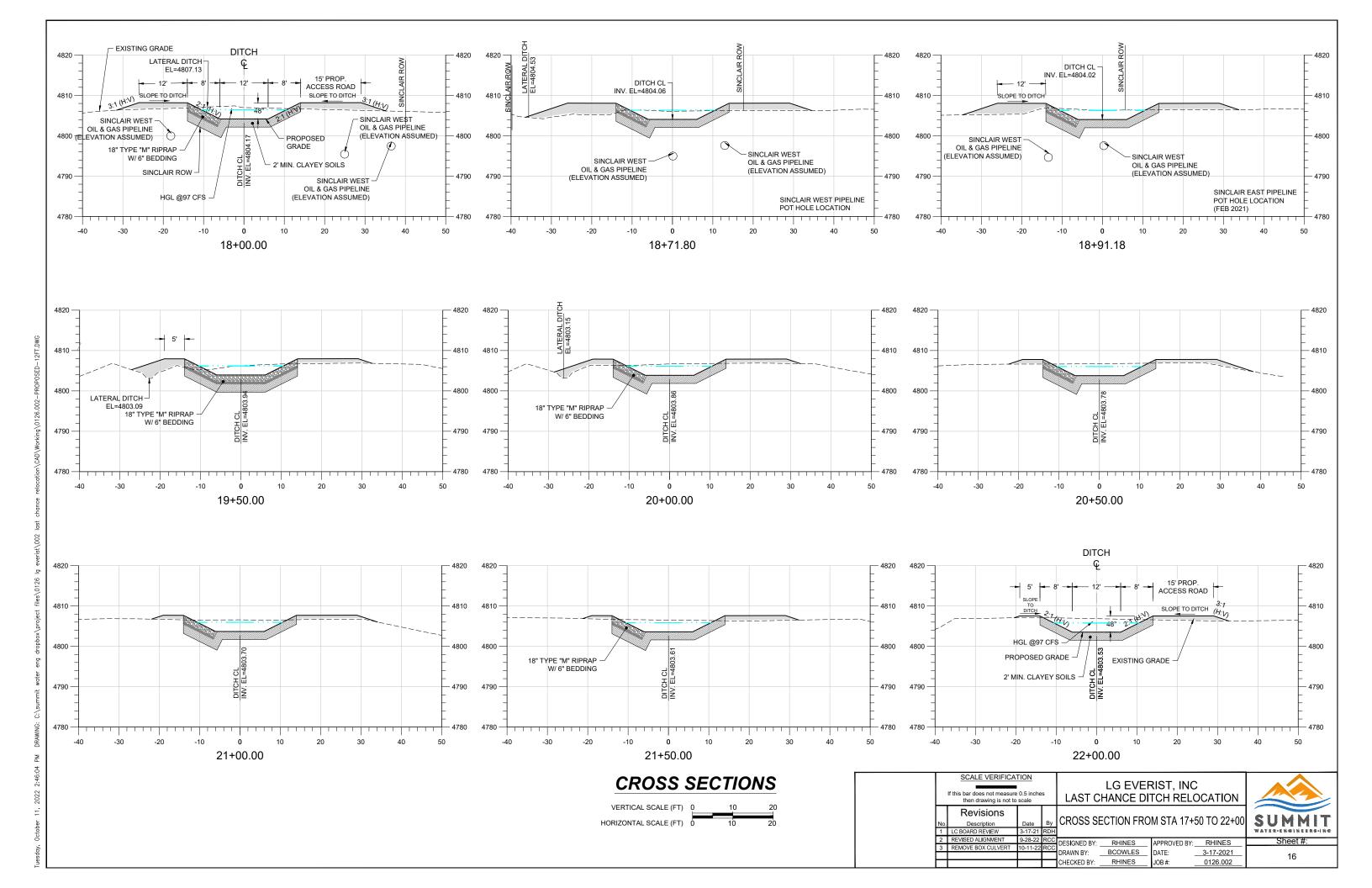


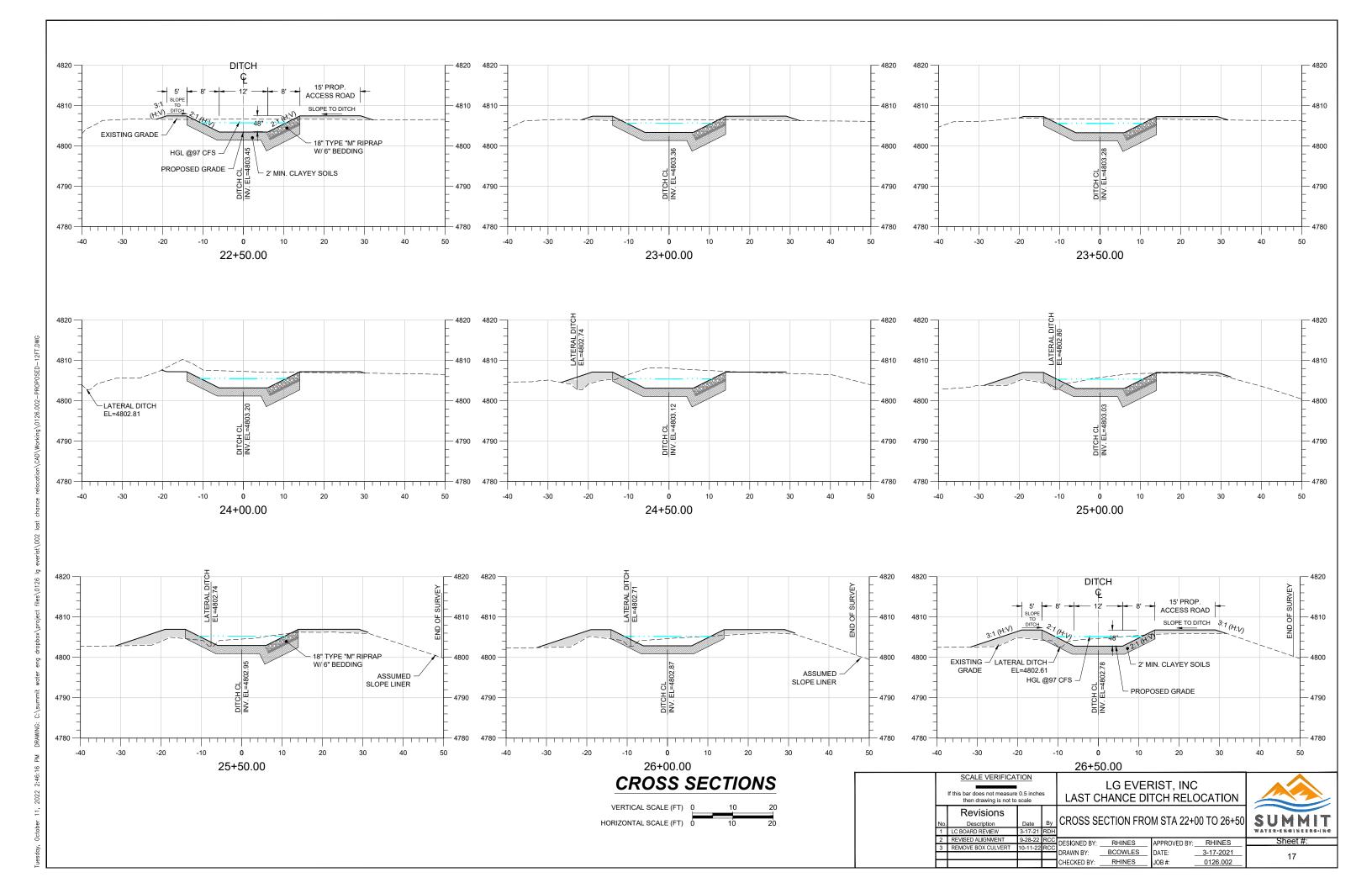


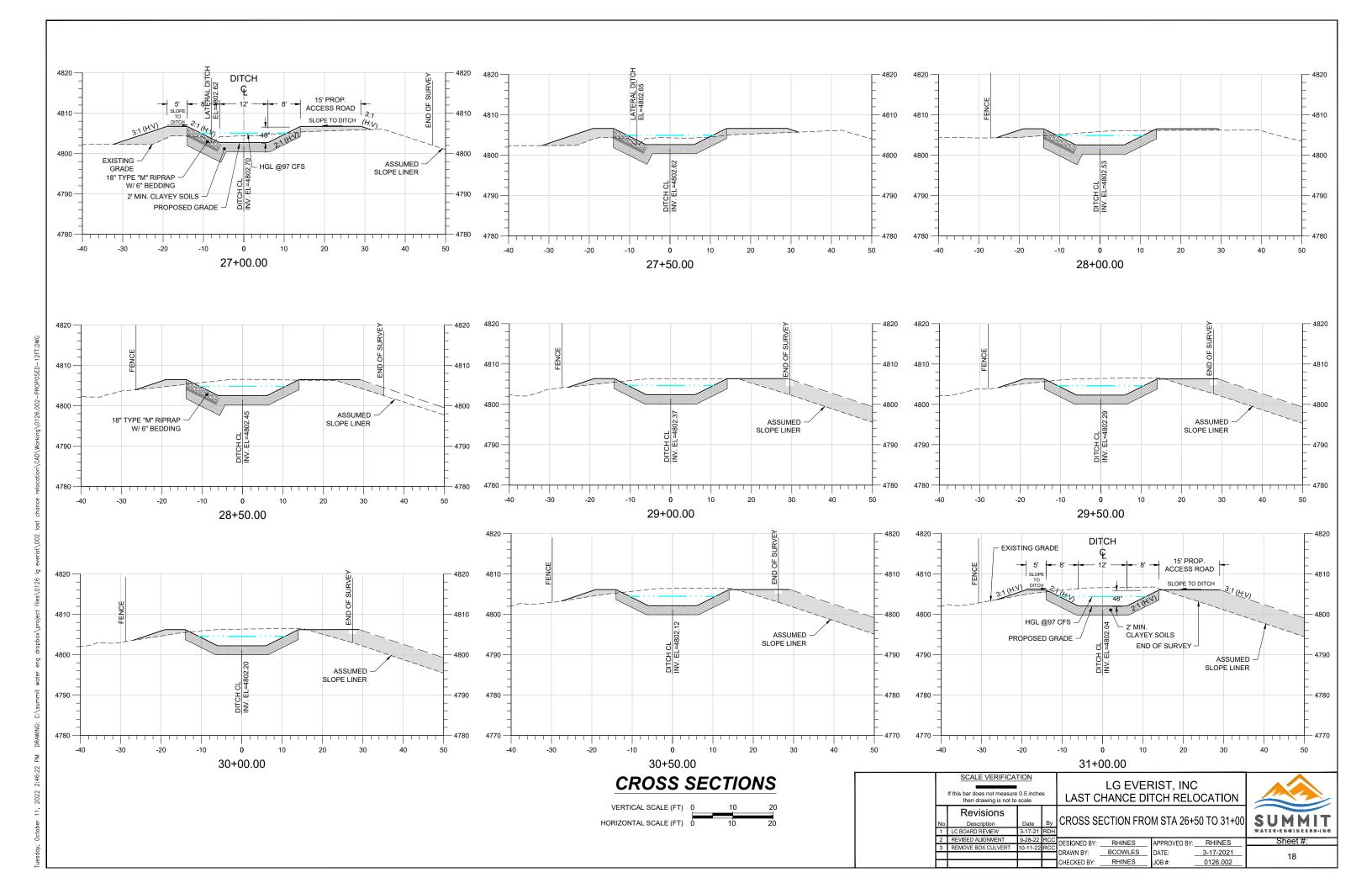


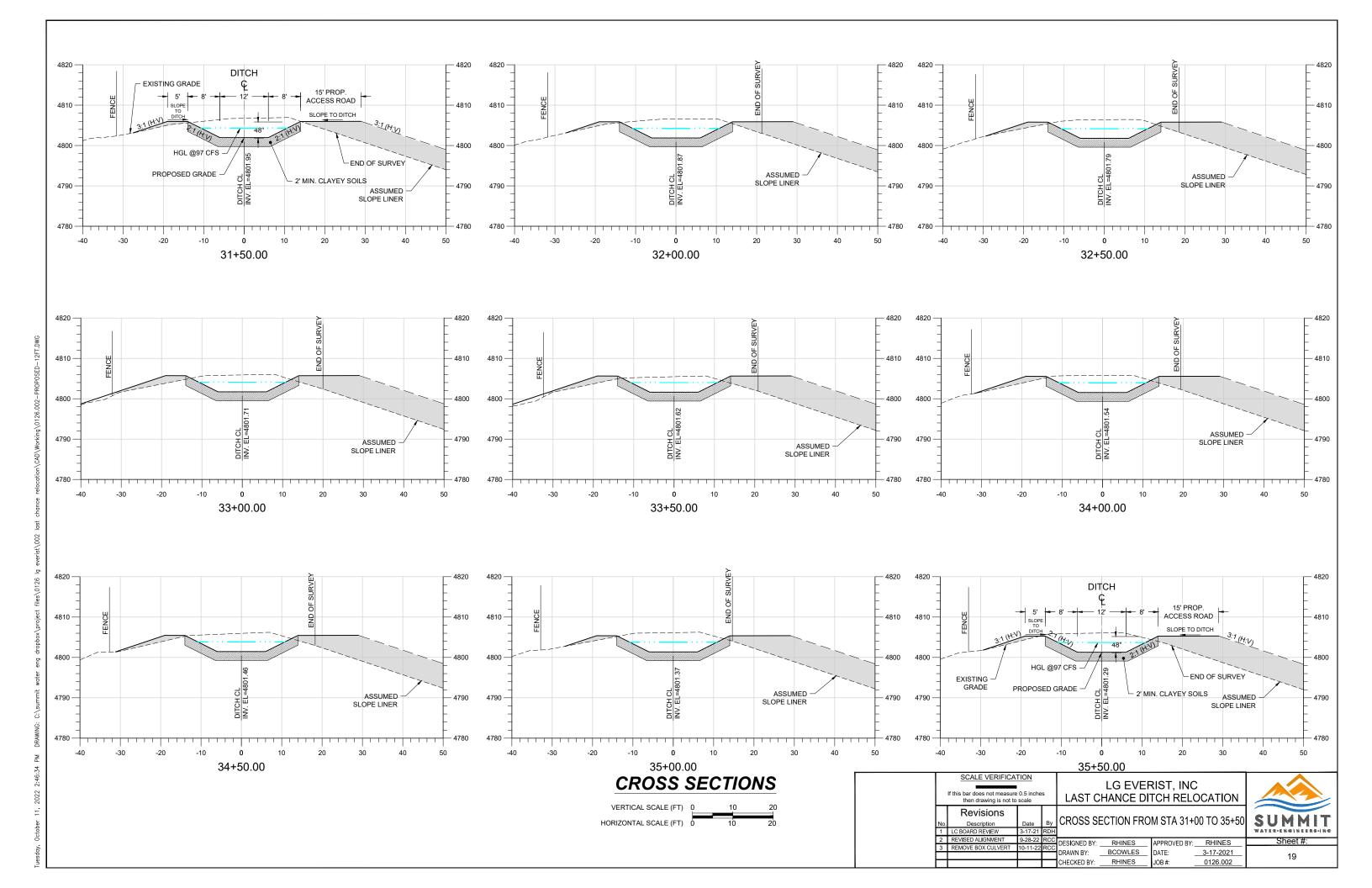


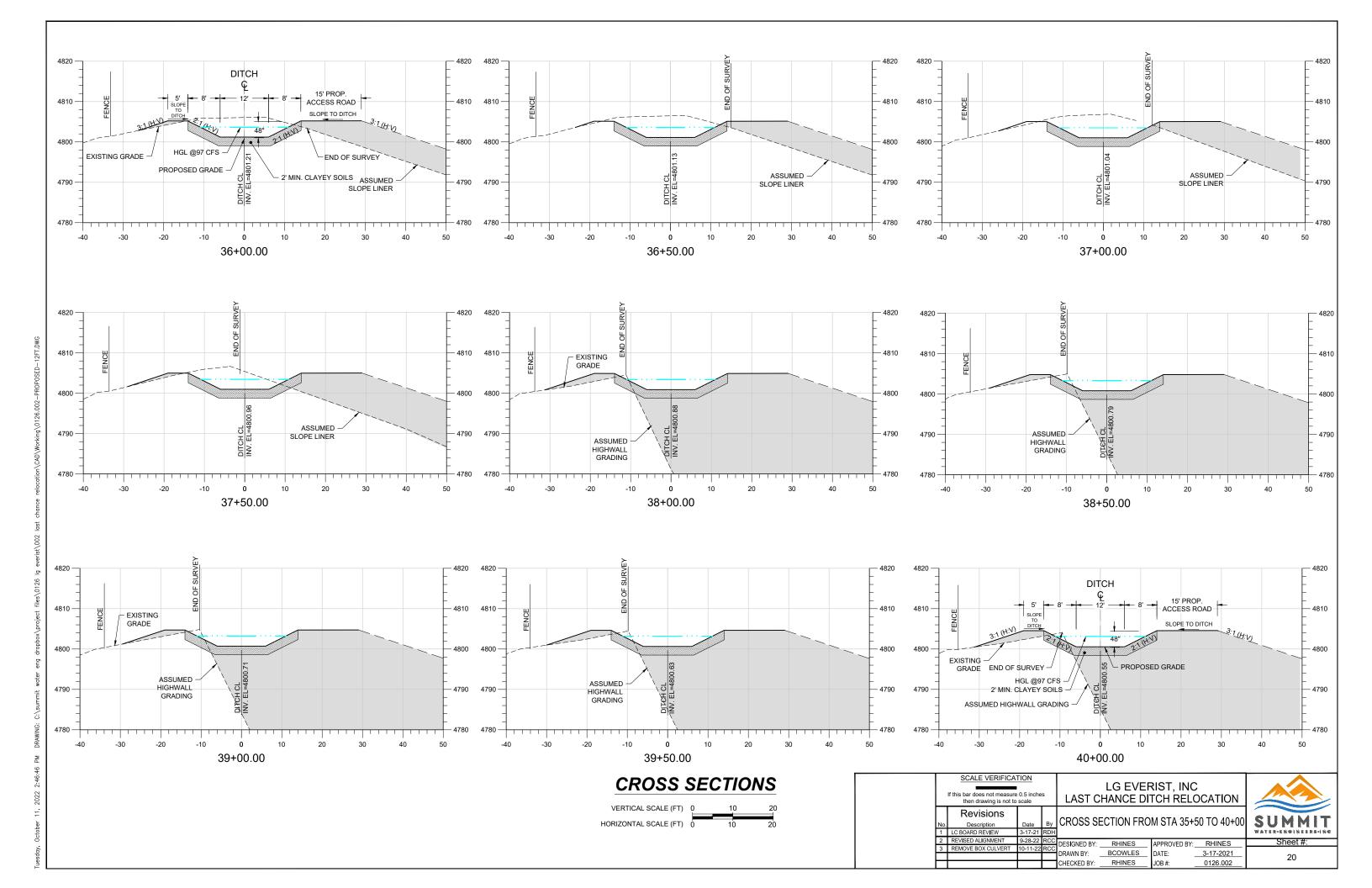


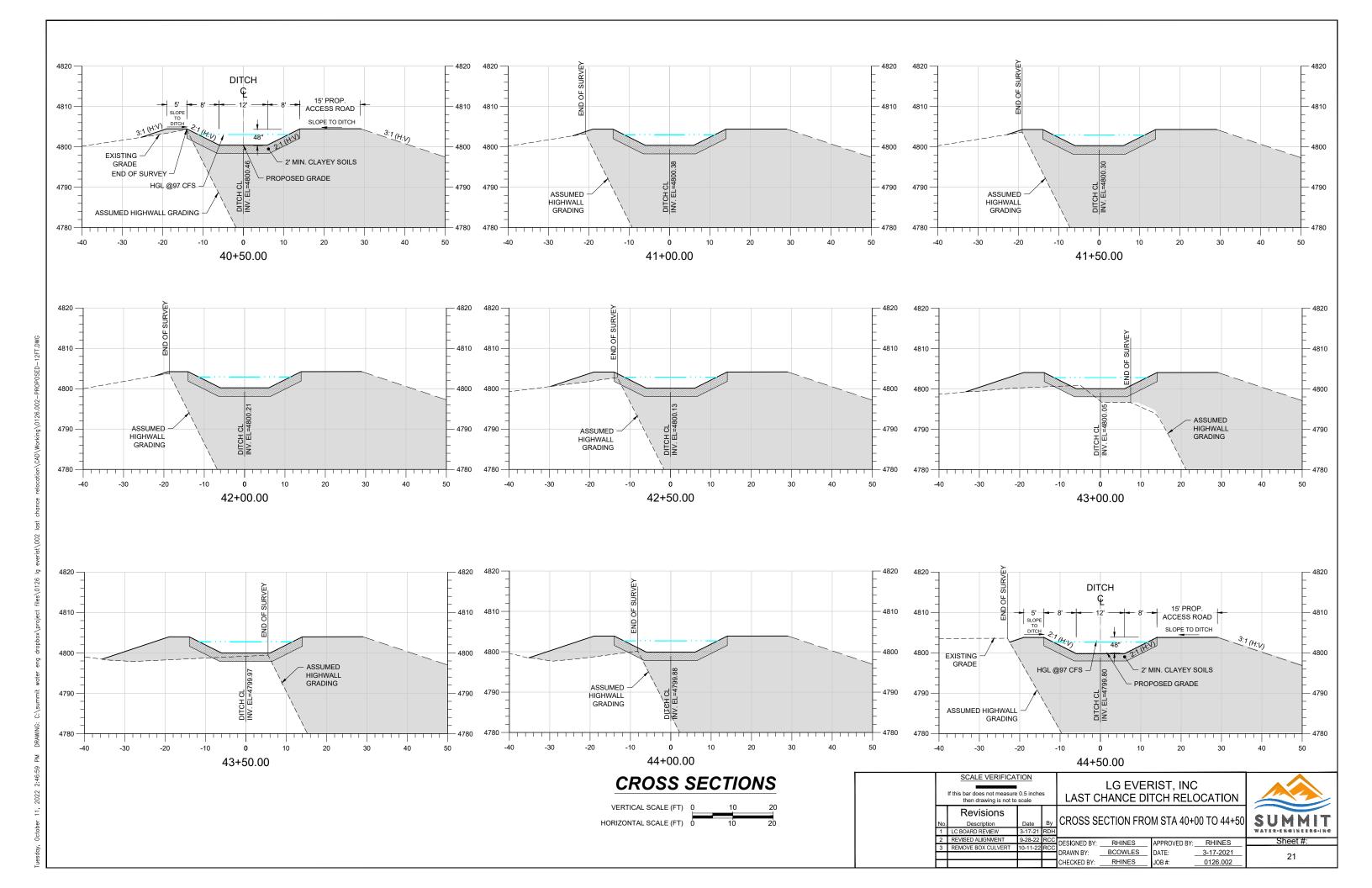


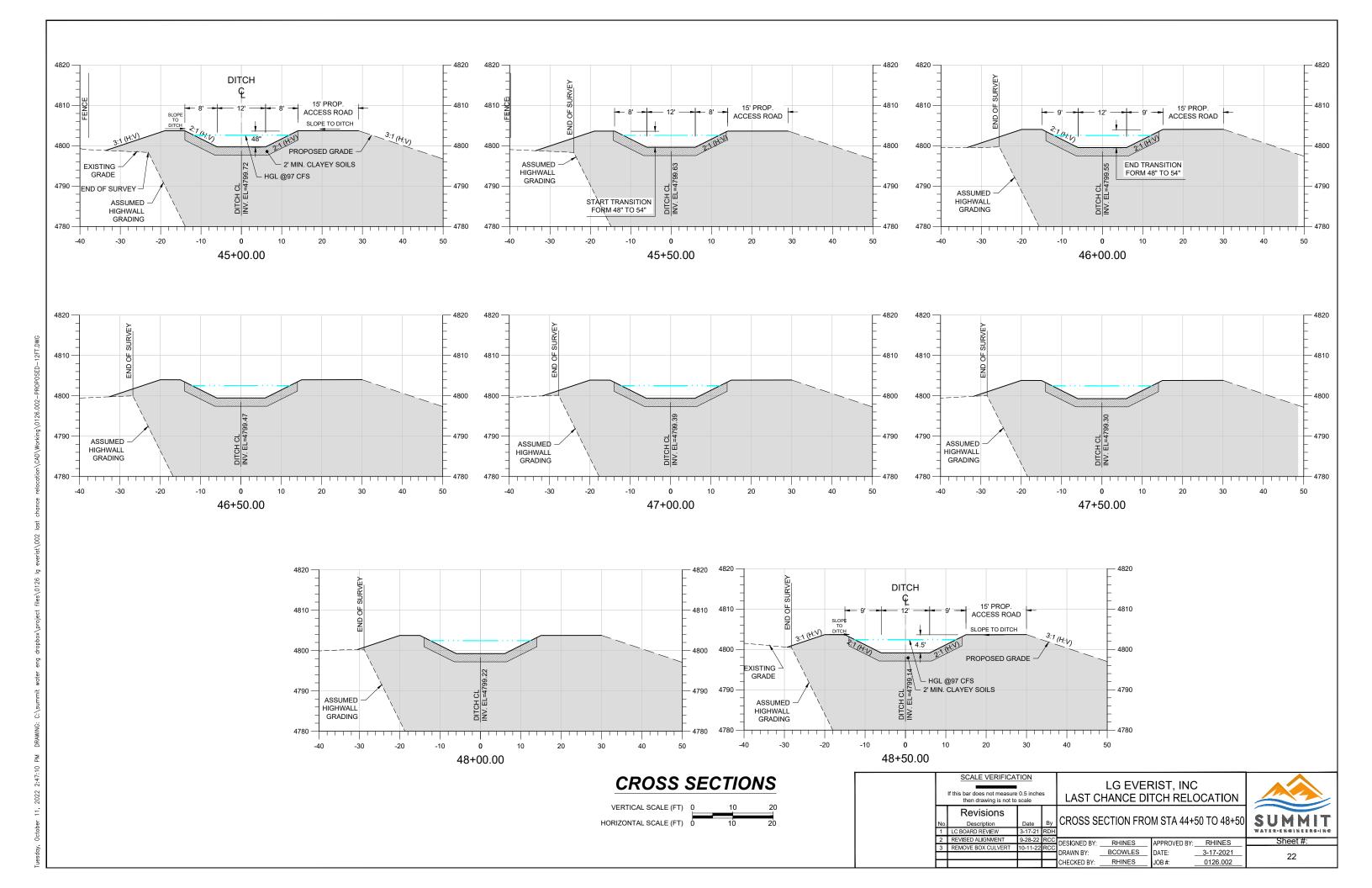


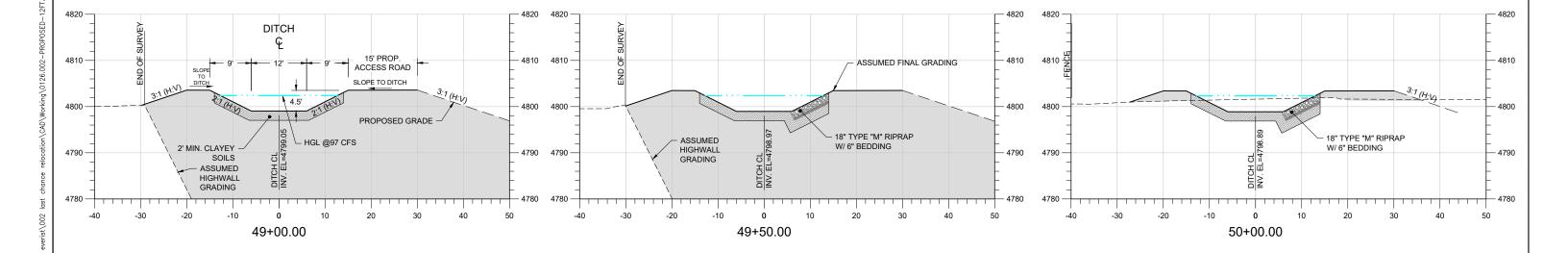








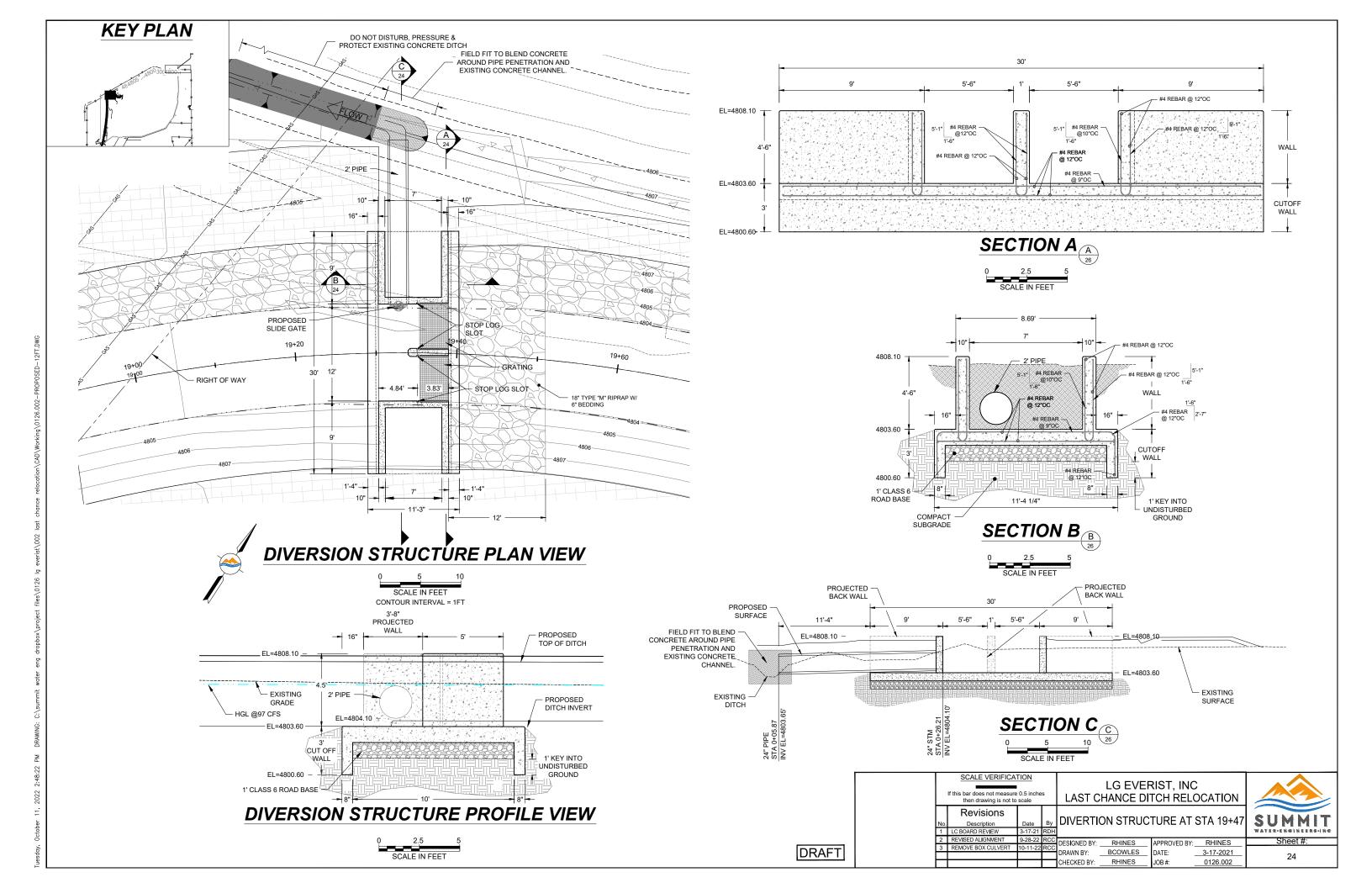




CROSS SECTIONS

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	No.	LC BOARD REVIEW	Date 3-17-21	RDH		M STA 49+00 TO 50+00	SUMMIT
- [2	REVISED ALIGNMENT	9-28-22	RCC	DESIGNED BY: RHINES	APPROVED BY: RHINES	Sheet #:
	3	REMOVE BOX CULVERT	10-11-22	RCC	DRAWN BY: BCOWLES	DATE: 3-17-2021	23
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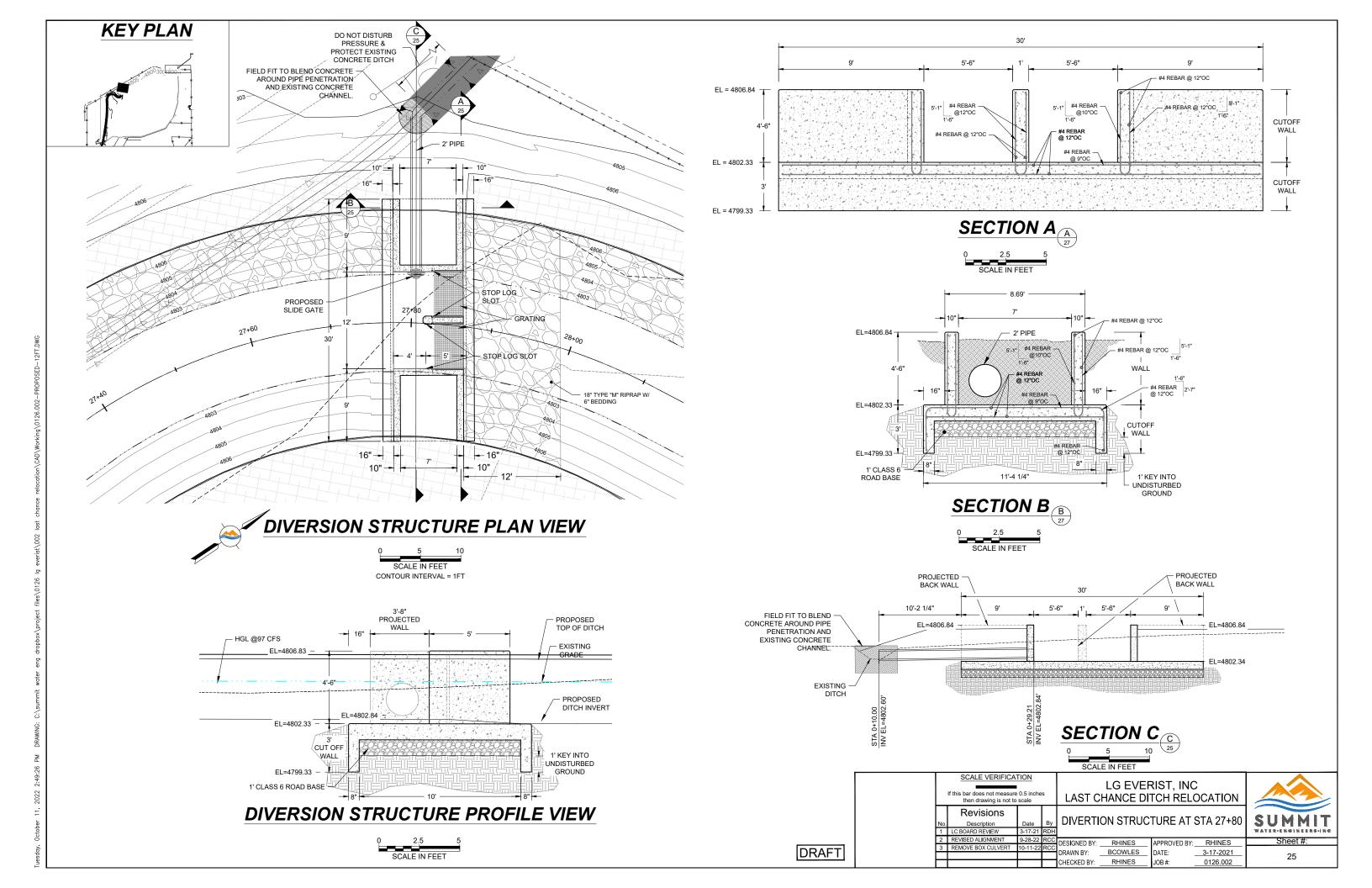


EXHIBIT C

Replacement Ditch Easement Form of Ditch Easement Deed

EXHIBIT C

DITCH EASEMENT DEED

THIS DITCH EASEMENT DEED (this "Deed") is effective as of	, 2022, and is
entered into by and between LAST CHANCE DITCH COMPANY, a Colorado mo	utual ditch company
(the "Grantee"), and L.G. EVERIST, INCORPORATED, a South Dakota corporati	on (the "Grantor").

RECITALS

- A. Grantor owns certain real property in Weld County, Colorado described in **Exhibit A** attached hereto and referred to herein as the "**Grantor Property**";
- B. Grantee owns and operates the Last Chance Ditch (the "Ditch") within a prescriptive easement that crosses the Grantor Property (the "Existing Ditch Easement") as depicted on Exhibit B; and
- C. Grantor wishes, and Grantee has agreed, to relocate the Ditch on the Grantor Property, and pursuant thereto and Grantee wish to relocate the Ditch on the Grantor Property, and as such, Grantee desire to obtain a new easement across a new section (the "Easement Area") of Grantor's Property to maintain, operate, repair, reconstruct, improve, and replace the Ditch, and the necessary ingress, egress, and access thereto for such activities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the Parties agree as follows:

- 1. **Grant of Easement.** Grantor does hereby grant, sell, bargain, and convey unto Grantee and Grantee's successors and assigns a perpetual, non-exclusive easement (the "**New Easement**") over, across, under, and through the Easement Area more particularly described and depicted on **Exhibit C** attached and incorporated into this Agreement.
- 2. Use of Ditch Easement. This grant of the New Easement is for all rights, hereditaments, and appurtenances necessary for ingress and egress through, over, and across the Easement Area for the purpose of owning, operating, maintaining, repairing, replacing, reconstructing, improving, and replacing the Ditch and its associated structures, together with all rights and privileges incidental to Grantee's full use and enjoyment of the New Easement. In order to perform the activities allowed by the New Easement, such incidental rights and privileges shall also include but not be limited to Grantee's right to operate vehicles along the New Easement reasonably sized to conduct such activities. Grantor shall not establish landscaping within the Easement Area without written prior approval from Grantee. To the extent that such landscaping is approved, Grantee shall not be held liable for damage to such landscaping established within the Easement Area caused by such vehicles operating in accordance with the New Easement. Similarly, Grantor shall not construct curb cuts or other structural impediments within the Easement Area without written prior approval from Grantee. To the extent that such structural element(s) are approved, Grantee shall not be held liable for damage to such structural element(s) within the Easement Area caused by such vehicles operating in accordance with the New Easement.

Nothing in this New Easement shall be interpreted or construed to allow Grantor or its successors-ininterest to take any action to, or by omission of action, diminish or degrade the quantity, quality, and timing of the transport and delivery of Grantee's decreed irrigation water rights, other water which Grantee has historically delivered through the Ditch in amounts historically delivered through the Ditch, water rights which Grantee or third parties adjudicate to be delivered through the Ditch in the future, and the related carriage of other waters naturally arising in the Ditch through the Easement Area.

- 3. **Non-Exclusive Use; Grantor's Reserved Rights.** Grantor's grant of the New Easement is non-exclusive, and it expressly reserves the right to utilize the Easement Area for any purpose that does not unreasonably interfere with Grantee's rights granted under the New Easement. Notwithstanding the foregoing, nothing in this paragraph shall authorize Grantor to make any alterations to the Ditch or to conduct or authorize any third parties to conduct any activities that unreasonably interfere with Grantee's rights granted under the New Easement without the express written consent of Grantee. Notwithstanding the foregoing, in the event of an emergency or force majeure event impacting the Easement Area or Ditch, the party which is aware of such event shall immediately notify the other party, and the parties agree to cooperate on a prompt resolution of the same.
- 4. **Limited Access Easements**. The New Easement shall allow Grantee, its directors, officers, agents, employees, licensees, and permittees, access over and through the Property at all proper times and places, for ingress to and egress from the Ditch to exercise, enforce, and protect the rights granted herein, via the access locations and routes depicted on **Exhibit B**.
- 5. **Preservation of Ditch Support**. Neither Grantor nor any other entity who is an agent of Grantor pursuant to a contract with Grantor, shall knowingly take any action which would impair the lateral or subjacent support of the Ditch. This provision is not intended to prohibit the development of the Grantor Property located adjacent to the Easement Area, but to reasonably restrict any such development to negate impairment of the lateral and subjacent support on which the integrity of the Ditch is reliant.
- 6. **Covenants Running with Land**. Each of the covenants, benefits, burdens, terms, and conditions hereof are intended to run with the land of Grantor's Property and shall inure to and be binding upon the respective successors, and assigns of Grantor.
- 7. Indemnity by Grantor, Successors and Assigns. As further consideration for the relocation of the Ditch, Grantor shall indemnify, defend and hold harmless Grantee, its directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, judgments, costs, awards, expenses (including any reasonable attorneys' fees) or liability of any kind arising out of, caused or alleged to be caused by the relocation of the Ditch on the Grantor Property, including without limitation any such liability of Grantee caused by Grantee ceding senior property rights by virtue of relocating the Existing Ditch Easement to the Easement Area. To the extent Grantee's rights to the Easement Area are junior to any other encumbrances on the Grantor Property, the Indemnitees shall be liable for any claims, judgments, costs, awards, expenses (including any attorney fees) or liability of any kind related to thereto. In the event that Grantee ceding seniority with respect to any other real property encumbrance causes Grantee to, now or at any time in the future, reroute or otherwise divert the Ditch on the Grantor Property, Grantor, it's successors and assigns, shall bear all the costs, penalties, damages, expenses, and other liabilities associated with such diversion to ensure Grantee can deliver water contained into the Ditch downstream pursuant to any and all other contracts related thereto and/or the governing documents of Grantee, and Grantor shall compensate Grantee for any direct loss related thereto, including any and all reasonable costs of enforcement of this provision. Grantee shall indemnify, defend and hold harmless Grantor, its directors, officers, employees and agents (collectively, the "Grantor Indemnitees") from and against any and all claims, judgments, costs, awards, expenses (including any reasonable attorneys' fees) or liability of any kind

arising out of, caused or alleged to be caused by Grantee's use of the Ditch on the Grantor Property or Grantee's use of the Easement Area.

- 8. **Joint and Several Liability.** Section 7, above shall run with the land and bind all successors and assigns of Grantor, as set forth in this Deed. Moreover, Grantor shall remain personally liable for the indemnity obligation set forth in Section 7, and the owner of the Grantor Property and Grantor, whether Grantor has conveyed title to the Grantor Property or otherwise, shall remain jointly and severally liable for such obligations.
- 9. **Relinquish of Existing Ditch Easement**. Upon acceptance of this Deed by Grantee, Grantee shall be deemed to have relinquished and quitclaimed unto Grantor, and by this Deed does hereby relinquish and quitclaim to Grantor any and all rights in any right in the Existing Ditch Easement, except for the rights in the Easement Area conveyed pursuant to this Deed. Grantee shall further be deemed to have relinquished and quitclaimed, and by this Deed, does hereby relinquish and quitclaim to Grantor any and all rights in any prescriptive easement of Grantee in, on or over Grantor's Property.

The undersigned warrants that he is authorized to sign this Deed for Grantor. Grantor shall record this Deed with the Clerk and Recorder of Weld County, State of Colorado.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

L.G. EVERIST, INCORPORATED, a South Dakota	corporation
Halille.	
By: Natthew Noteboom Title: VP. Mountain	
STATE OF <u>Colorado</u>) ss	
COUNTY OF Adams)	
The foregoing instrument was acknowledged before Muttow Moteboom, as Vice President of L.G. Excorporation.	
Witness my hand and official seal.	
My commission expires 12/29/2024	BL AN Notary Public
	Notary Public
	BRANDON WESCOTT OSTERT NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20204045113
	MY COMMISSION EXPIRES DEC 29, 2024

GRANTEE

LAST CHANCE DITCH COMPANY, a Colorado mutual ditch company

By: Garrett Varra, President			
	,		
STATE OF COLORADO))ss.		
COUNTY OF)		
The foregoing instrument was		before me by esident of Last Chance	
Witness my hand and official s	seal.		
My commission expires			
		Notary Public	

Exhibit A to Exhibit C – Ditch Easement Deed Grantor Property Description

Weld County Parcel 120932300002 PROPERTY DESCRIPTION:

PARCEL 1:

THAT PART OF THE WI/2 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, LYING WEST OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILWAY COMPANY; EXCEPT THAT PORTION THEREOF LYING NORTH OF THE CENTER OF THE PUBLIC HIGHWAY MORE PARTICULARLY DESCRIBED IN INSTRUMENT RECORDED IN BOOK 296 AT PAGE 556.

PARCEL 2:

THAT PART OF THE WI/2 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6th P.M. LYING WEST OF THE NORTH-SOUTH CENTERLINE OF THE FORMER UNION PACIFIC RAILROAD COMPANY'S RIGHT OF WAY, WELD COUNTY, STATE OF COLORADO.

Weld County Parcel 120932300004 PROPERTY DESCRIPTION

All that portion of the West Half (W1/2) of the Southeast Quarter (SE1/4) and of the West Half (W1/2) of Section 32, Township 3 North, Range 67 West, lying East of the right of way of the Union Pacific Railroad Company as the same now exists across said premises, except any existing rights of way for highways and ditches, and except five (5) acres in the Southeast corner of said premises heretofore reserved for use as a cemetery, County of Weld, State of Colorado.

Together with,

All right, title, and interest in and to the right of way of the Dent Branch of the Union Pacific Railroad Company lying Southeasterly of the centerline of main track of said Railroad as was originally constructed and operated through the West Half of Section 32, Township 3 North, Range 67 West of the 6th P.M. in the County of Weld, State of Colorado. Per Quit Claim Deed recorded March 16, 2004 at Reception No. 3162327 in the Records of Weld County.

Weld County Parcel 120932100005 PROPERTY DESCRIPTION

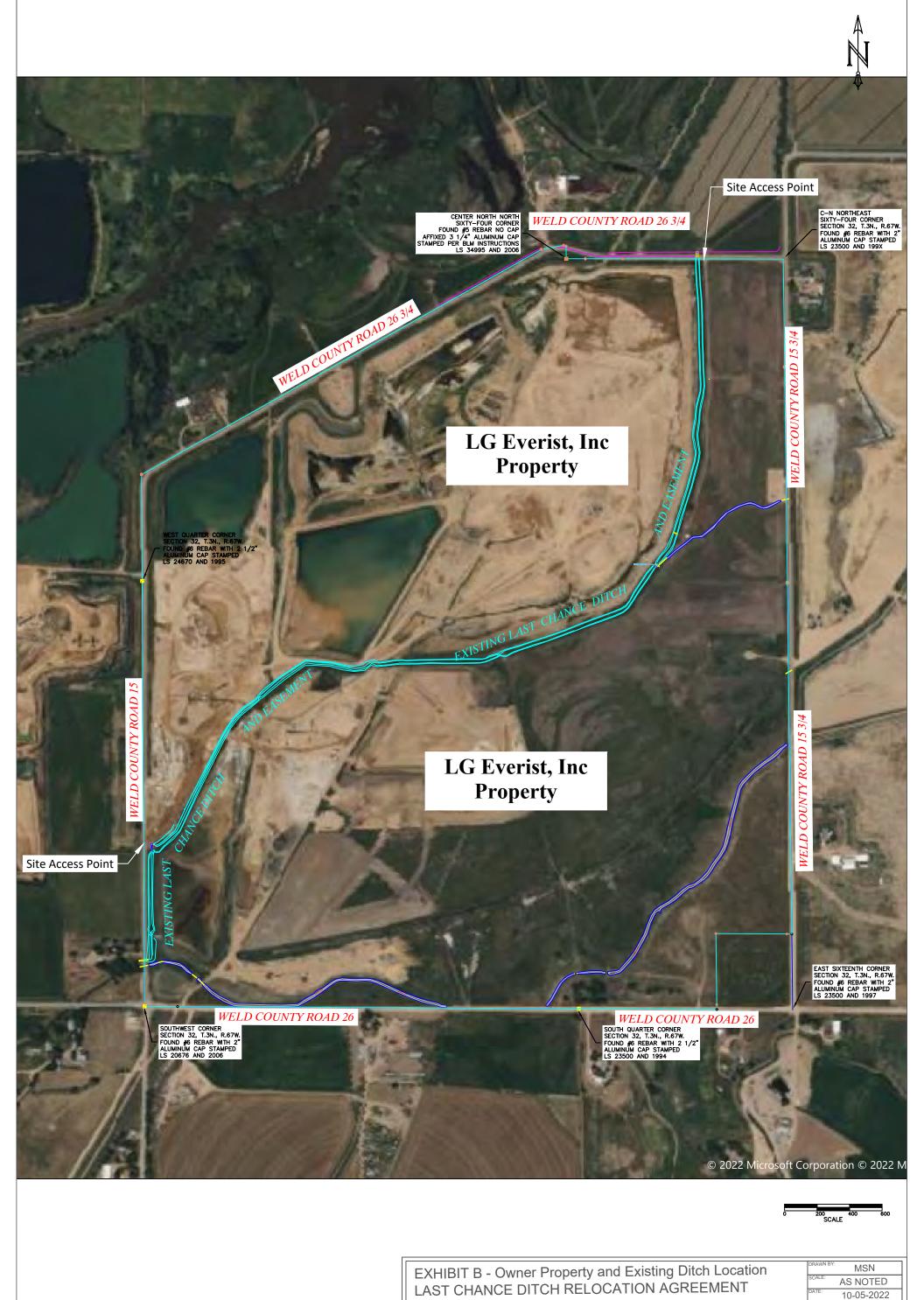
The Southwest Quarter of the Northeast Quarter and the South Half of the Northwest Quarter of the Northeast Quarter of Section 32, in Township 3 North, of Range 67 West, except a strip of land conveyed to the Union Pacific Railroad Company April 26, 1909 in Book 300 at Page 469, and subsequently conveyed to the Town of Firestone March 19, 1997 at Reception No. 2538622, County of Weld State of Colorado.

Weld County Parcel 120932000034

PROPERTY DESCRIPTION

EXHIBIT B

Owner Property and Existing Ditch



L.G. EVERIST, INC.
We Deliver Solutions!
FT. LUPTON, CO

L01

EXHIBIT C

Legal Description of New Easement

EXHIBIT A (1 of 3)**PROPERTY DESCRIPTION**

A strip of land, Sixty (60) feet in width, being part of Section Thirty-two (32), Township Three North (T.3N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 32 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 32, being monumentalized by a #6 rebar with a mostly illegible 2" diameter aluminum cap stamped "LS 2067?" at the South end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS24670, 1995" at the North end, as bearing North 00°20'34" West, a distance of 2616.50 feet, with all other bearings contained herein relative thereto:

THENCE North 18°11'52" East a distance of 1942.71 feet to the **POINT OF BEGINNING** of said centerline;

THENCE North 11°25'32" East a distance of 34.74 feet; THENCE North 09°47'35" East a distance of 678.99 feet;

THENCE North 06°29'27" East a distance of 358.47 feet;

THENCE North 01°44'27" East a distance of 234.92 feet;

THENCE North 00°49'58" West a distance of 347.29 feet;

THENCE North 12°14'14" East a distance of 70.49 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the South, a distance of 375.30 feet to a Point of Tangency (PT), said curve having a radius of 177.00 feet, a central angle of 121°29'15" and a long chord bearing North 72°58'51" East a distance of 308.84;

THENCE South 46°16'31" East a distance of 46.85 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the North, a distance of 127.79 feet to a Point of Compound Curvature (PCC), said curve having a radius of 144.00 feet, a central angle of 50°50'40" and a long chord bearing South 71°41'51" East a distance of 123.63 feet:

THENCE along the arc of a curve, which is concave to the Northwest, a distance of 121.53 feet to a Point of Tangency (PT), said curve having a radius of 78.00 feet, a central angle of 89°16'03" and a long chord bearing North 38°14'48" East a distance of 109.60 feet;

THENCE North 06°23'14" West a distance of 34.15 feet;

THENCE North 00°22'10" West a distance of 213.00 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the Southeast, s distance of 66.36 feet to a Point of Tangency (PT), said curve having a radius of 62.00 feet, a central angle of 61°19'24" and a long chord bearing North 30°17'32" East a distance of 63.24 feet;

THENCE North 60°57'14" East a distance of 1169.19 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the South, a distance of 198.24 feet to a Point of Tangency (PT), said curve having a radius of 355.00 feet, a central angle of 31°59'43" and a long chord bearing North 76°57'05" East a distance of 195.67 feet;

THENCE South 87°03'03" East a distance of 323.80 feet;

THENCE South 89°51'38" East a distance of 484.07 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the Northwest, a distance of 78.72 feet to a Point of Tangency (PT), said curve having a radius of 50.00 feet, a central angle of 90°12'39" and a long chord bearing North 45°02'02" East a distance of 70.84 feet;

THENCE North 00°04'17" West a distance of 33.41 feet to the **POINT OF TERMINATION** of said centerline, said point bearing North 85°18'42" West a distance of 530.73 feet from the Center-North-Northeast Sixty-fourth (C-N-NE 1/64) corner of said Section 32, being monumentalized by a #6 rebar with a 2 ½" diameter aluminum cap stamped "LS23500, 2001."

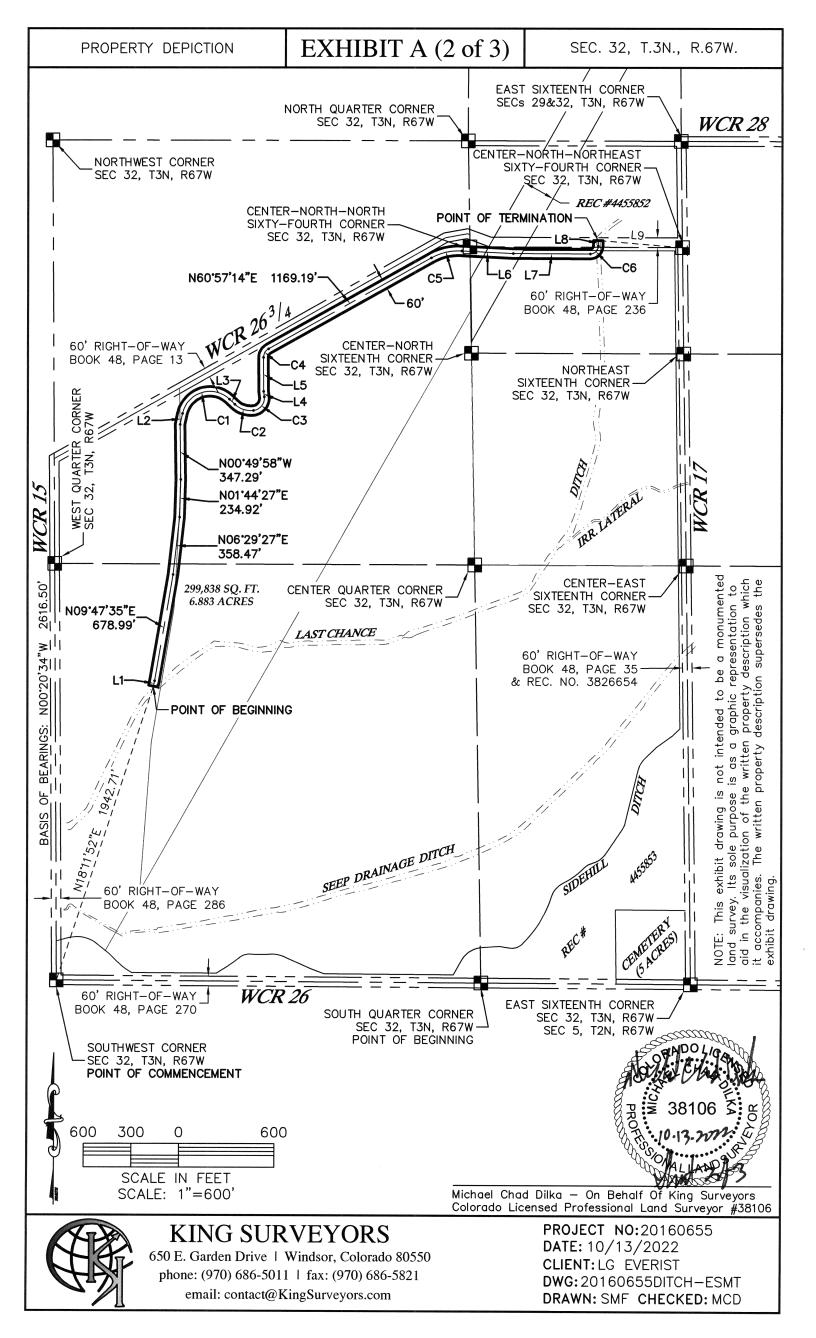
Said described strip of land contain a total of 299,838 sq. ft., or 6.883 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.

Michael Chad Dilka - on behalf of King Surveyors Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011



	· · · · · · · · · · · · · · · · · · ·				
LINE TABLE					
LINE	BEARING	LENGTH			
L1	N11°25'32"E	34.74'			
L2	N12°14'14"E	70.49'			
L3	S46°16'31"E	46.85'			
L4	N06°23'14"W	34.15'			
L5	N00°22'10"W	213.00'			
L6	S87°03'03"E	323.80'			
L7	S89*51'38"E	484.07'			
L8	N00°04'17"W	33.41'			
L9	N85°18'42"W	530.73'			

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING	
C1	375.30'	177.00'	121°29'15"	308.84	N72*58'51"E	
C2	127.79'	144.00'	50*50'40"	123.63	S71°41'51"E	
С3	121.53'	78.00'	89*16'03"	109.60'	N381448"E	
C4	66.36'	62.00'	61°19'24"	63.24'	N30°17'32"E	
C5	198.24'	355.00'	31*59'43"	195.67	N76 ' 57'05"E	
C6	78.72'	50.00'	9012'39"	70.84	N45°02'02"E	



Michael Chad Dilka — On Behalf Of King Surveyors Colorado Licensed Professional Land Surveyor #38106



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550 phone: (970) 686-5011 | fax: (970) 686-5821 email: contact@KingSurveyors.com

PROJECT NO:20160655 DATE: 10/13/2022 CLIENT: LG EVERIST

DWG: 20160655DITCH-ESMT DRAWN: SMF CHECKED: MCD