



STATE OF
COLORADO

Gagnon - DNR, Nikie <nikie.gagnon@state.co.us>

RE: TR10 Adequacy M&G Pit

1 message

Aldo DelPiccolo <ADelPiccolo@ceiconstructors.com>
To: "Gagnon - DNR, Nikie" <nikie.gagnon@state.co.us>
Cc: Andrew Blackford <andrew.p.blackford@gmail.com>

Fri, Sep 8, 2023 at 11:41 AM

Nikie,

Attached is the recorded Post-Closing Agreement which provides for the access road at Paragraph 3a and exhibit C.

Please do not hesitate to call if you have further questions.

Best regards,

Aldo DelPiccolo

General Counsel

Mobile: (303) 915-7257

Work: (303) 562-2000

adelpiccolo@ceiconstructors.com

From: Andrew Blackford <andrew.p.blackford@gmail.com>

Sent: Thursday, September 7, 2023 3:06 PM

To: Gagnon - DNR, Nikie <nikie.gagnon@state.co.us>

Cc: Aldo DelPiccolo <ADelPiccolo@ceiconstructors.com>; Julie Wilson <jwilson@ceiconstructors.com>; Stephanie Cummins <scummins@ceiconstructors.com>

Subject: Re: TR10 Adequacy M&G Pit

Nikie,

Yes, there is an agreement with the adjacent landowner and there was a provision in the closing documents.

I have included Aldo from the office so that he can provide this documentation to the group.

Andy Blackford

303.472.4978

On Thu, Sep 7, 2023 at 11:09 AM Gagnon - DNR, Nikie <nikie.gagnon@state.co.us> wrote:

Hi Andy.

I'm reviewing the revised reclamation map for the M&G Pit. It looks like the new road is right on the parcel boundary. Is that correct or is the road completely on property owned by Mann Lake Holding? Either way, do you have approval from the County approving the road, or anything you can send to me that shows the adjacent landowner is ok with you leaving the road, if it is on both parcels?

If you have something in hand for this, just email it to me. Otherwise, I'll send you an official adequacy letter and we can figure out how much time you need to obtain a letter from the neighbor.

Best regards

--

Nikie Gagnon

Environmental Protection Specialist

P 303.866.3567 x8126 | C 720.527.1640 | F 303.832.8106

Physical: 1313 Sherman Street, Room 215, Denver, CO 80203

Mailing: DRMS Room 215, 1001 E 62nd Ave, Denver, CO 80216

nikie.gagnon@state.co.us | <https://www.drms.colorado.gov>



Post-Closing Agreement Mann Lake.pdf

5525K

POST-CLOSING AGREEMENT

July 18 THIS POST-CLOSING AGREEMENT (this "Agreement") is made as of July 18, 2017 (the "Effective Date"), by and among PARKFIELD PARTNERS, LLC, a Colorado limited liability company ("Parkfield"), WINDMILL CREEK ENTERPRISES, INC., a Colorado corporation ("Windmill"), OLD BRIGHTON ROAD LLC, a Colorado limited liability company ("Old Brighton"), and MANN RESOURCES LLC, a Colorado limited liability company ("Mann") (Parkfield, Windmill, Old Brighton and Mann are hereinafter sometimes referred to individually as the "Party" or collectively as the "Parties").

RECITALS

A. Parkfield and Windmill are parties to that certain Purchase and Sale Agreement dated as of April 14, 2017 (as the same may have been amended, the "Purchase Agreement"), pursuant to which Parkfield agreed to sell, and Windmill agreed to purchase, the land more particularly described on Exhibit A to this Agreement (the "Land"), and certain rights and interests associated therewith (collectively and together with any improvements located thereon, the "Property").

B. Old Brighton is the owner of certain real property located adjacent to and south of the Property as more particularly described on Exhibit B to this Agreement (the "Adjacent Property").

C. Mann is the operator of the M&G Pit located on the Property and the Adjacent Property, and is the holder of certain permits associated with the operation and reclamation of the M&G Pit.

D. Section 14.8 of the Purchase Agreement provides that Parkfield, Windmill and Old Brighton shall enter into this Agreement to address, among other things, future oil and gas leases and other agreements for the development of minerals on the Property and the Adjacent Property, future surface use agreements for development of the minerals on the Property and the Adjacent Property, a future reciprocal easement agreement concerning the use and future development of the Property and the Adjacent Property, including, without limitation, easements for reasonable access, and easements for drainage, sewer lines and water lines for oil and gas operations and development of the Property and the Adjacent Property.

E. Section 14.9 of the Purchase Agreement further provides that Parkfield, Windmill and Old Brighton shall enter into this Agreement to provide terms and conditions concerning (i) Windmill's assumption of any permits currently held by Parkfield and/or Old Brighton with the Colorado Division of Reclamation, Mining and Safety and/or any other governmental or quasi-governmental authority (collectively, the "Permits") in connection with the ongoing reclamation and fill activities (collectively, the "Fill Activities") at the Property and the Adjacent Property; (ii) Windmill's assumption of Parkfield's or Old Brighton's water augmentation obligations under the Substitute Water Supply Plan (the "SWSP") for the Property and Adjacent Property; (iii) Parkfield's and/or Old Brighton's lease to Windmill of the necessary water rights required to fulfill the obligations under the SWSP for the period required to complete the Fill Activities; (iv) Windmill's assumption of the current contracts associated with the Fill Activities,

ID: 20170000063525
County: Adams
Date: 7-24-17 Time: 2:14pmPOST-CLOSING AGREEMENT

July 18, 2017 (the "Effective Date"), by and among **PARKFIELD PARTNERS, LLC**, a Colorado limited liability company ("Parkfield"), **WINDMILL CREEK ENTERPRISES, INC.**, a Colorado corporation ("Windmill"), **OLD BRIGHTON ROAD LLC**, a Colorado limited liability company ("Old Brighton"), and **MANN RESOURCES LLC**, a Colorado limited liability company ("Mann") (Parkfield, Windmill, Old Brighton and Mann are hereinafter sometimes referred to individually as the "Party" or collectively as the "Parties").

RECITALS

A. Parkfield and Windmill are parties to that certain Purchase and Sale Agreement dated as of April 14, 2017 (as the same may have been amended, the "Purchase Agreement"), pursuant to which Parkfield agreed to sell, and Windmill agreed to purchase, the land more particularly described on Exhibit A to this Agreement (the "Land"), and certain rights and interests associated therewith (collectively and together with any improvements located thereon, the "Property").

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C. Mann is the operator of the M&G Pit located on the Property and the Adjacent Property, and is the holder of certain permits associated with the operation and reclamation of the M&G Pit.

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(6)

including, without limitation, the Parsons Water Consulting contract; and (v) reasonable cooperation provisions between Windmill, Parkfield, and Old Brighton concerning the Fill Activities and the Permits associated therewith.

AGREEMENT

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms.** All initially capitalized terms used herein and not otherwise expressly defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. **Oil and Gas Operations**

(a) **Current Surface Use Agreement.** The Parties hereby agree and acknowledge that the Surface Use Agreement among Parkfield, Old Brighton and Great Western Operating Company, LLC, a Colorado limited liability company, negotiated prior to Closing, was approved by all Parties and executed and delivered (the "**Current SUA**"). The Current SUA, coupled with the Release of Surface Rights as provided in the Purchase Agreement, addresses the requirements of the Purchase Agreement concerning the Mineral Rights as to the Current SUA. Windmill hereby agrees that the Property shall be subject to the Easements (as defined in the Current SUA) and the other terms and provisions of the Current SUA.

(b) **Future Surface Use Agreements.** The Parties hereby agree that any future surface use agreement (the "**Future SUA**") entered into by Parkfield and/or Old Brighton, or their successors in interest that impacts the Property shall also be in conformance with the Release of Surface Rights, shall be in substantially the same form as the Current SUA, and shall be reasonably approved by Windmill prior to any Future SUA becoming effective as to the Property.

(c) **Easements for Oil and Gas Operations.** Notwithstanding any other easements negotiated and agreed to by the Parties for future development and usage of the Property and the Adjacent Property, any easements on the Property for access to the Adjacent Property, and pipelines for Oil and Gas Operations on the Adjacent Property shall only be as provided for in the Current SUA. Specifically, access to the Adjacent Property through the Property for any Oil and Gas Operations shall only be in the area shown on Exhibit B of the Current SUA.

3. **Development of the Property and the Adjacent Property**

(a) **Access Easements.** From and after the Effective Date, Windmill and Old Brighton hereby agree to provide, at no cost or expense, perpetual, non-exclusive legal access to the Property and to the Adjacent Property as generally depicted on Exhibit C to this Agreement (collectively, the "**Access**") or as otherwise mutually agreed upon in good faith as required for the Fill Activities, and for the development of, and future usage of the Property and the Adjacent Property, except, however, for any use of the Adjacent Property for Oil and Gas Operations, which shall be only as provided for in the Current SUA. As of the Effective Date, the intent of

the Parties is that the Access will be constructed by Great Western Operating Company, LLC and completed in conjunction with the Current SUA. However, the Parties hereby covenant and agree to memorialize the Access as determined and as reasonably required for the development of, and any other future usage of, the Property and the Adjacent Property by negotiating, executing and delivering a recordable instrument delineating the terms and conditions of the Access, including, without limitation, the terms and conditions regarding the construction and maintenance of the Access, the allocation of the costs of such construction and maintenance, and the uses allowed in and adjacent to the Access easement area.

(b) Ancillary Easements. In addition to the Access Easement, as required by the Fill Activities and for the future development and usage of the Property and Adjacent Property, from and after the Effective Date, Windmill and Old Brighton hereby agree to provide, at no cost or expense, perpetual, non-exclusive mutual easements for drainage, sewer lines and water lines (collectively, the "Ancillary Easements"). The Ancillary Easements are generally depicted on Exhibit C. As of the Effective Date, it is the intent of the Parties that any construction of any new drainage features, sewer lines or water lines required for the future development and usage of the Property and the Adjacent Property will be done in a manner and at a time that is mutually beneficial to both Parties. The Parties, however, hereby covenant and agree to memorialize the Ancillary Easements as determined and as reasonably required for the development of, and any other future usage of, the Property and the Adjacent Property by negotiating, executing and delivering a recordable instrument delineating the terms and conditions of the Ancillary Easements, including, without limitation, the terms and conditions regarding the construction and maintenance of any future drainage features, sewer lines or water lines, the allocation of the costs of such construction and maintenance, and the uses allowed in and adjacent to the Ancillary Easement areas.

(c) Easement Process. Windmill or Old Brighton, as applicable (the "Submitting Party"), shall submit to the other Party (the "Receiving Party"), for such Receiving Party's review, comment and approval, as and when required, a draft of any necessary agreements for the Access and/or the Ancillary Easements. The Receiving Party shall have 20 days after receipt of such draft to review the same and shall advise Submitting Party in writing within such 20-day period whether or not Receiving Party approves such agreement and, in the event Receiving Party does not approve such agreement, shall advise Submitting Party under what conditions Receiving Party's approval would be forthcoming. If Receiving Party provides comments to the draft of any such agreement(s) within such 20-day period, Submitting Party shall have 20 days after receipt of Receiving Party's comments to advise Receiving Party in writing of Submitting Party's approval or disapproval of Receiving Party's comments. This process will repeat until the easement(s) is approved. The Parties covenant and agree to reasonably cooperate in good faith with one another concerning the terms and conditions of the Access and the Ancillary Easements.

4. M&G Pit Reclamation

(a) Permits. The Parties acknowledge and agree that the Property and the Adjacent Property are subject to those certain permits, delineated below, and associated with the reclamation of the M&G Pit. The Parties further agree that as soon after Closing as practicable,

Windmill will, as necessary, apply for the transfer of the Permits, and will assume future obligations thereunder, under the terms and conditions provided for below.

(b) Mineral Permit Number M-1986-079.

(i) Mann is the permitted mine operator of the M&G Pit and the Permittee under Mineral Permit Number M-1986-079 (the "Mineral Permit") for the Property and the Adjacent Property. As part of this Agreement, Windmill hereby agrees to apply to the Colorado Division of Reclamation, Mining and Safety (the "Division") to become a Successor Operator under the Mineral Permit (the "Application").

(ii) Mann agrees to file and to provide copies of all necessary reports for the Mineral Permit associated with Mann's operations of the M&G Pit through and including Closing, and to assist Windmill with the preparation of any reports required which include time periods during which Mann was responsible for operations under the Mineral Permit, including the annual report due on August 3, 2017; and to pay any necessary fees associated with Mann's operation of the M&G Pit through and including Closing.

(iii) Mann and Windmill agree that Windmill will waive its right to receive a decision from the Division within 30 days of the Application, so that Windmill will know the recalculated financial warranty necessary to cover the costs of completing the reclamation necessary under the Mineral Permit, prior to the Division's decision on the Application.

(iv) Mann and Windmill further agree that Windmill shall not be responsible for any replacement and/or assumption of the bond posted for the financial warranty for the Mineral Permit, which is currently in the form of a \$285,000.00 letter of credit with the North Valley Bank, until such time as the Division has made a decision on the Application transferring the Mineral Permit to Windmill, and has determined the amount of the recalculated financial warranty.

(v) At such time as the Division makes its decision on the Application and the Mineral Permit is transferred to Windmill, any security posted by Seller or any affiliated entity of Seller associated with such bond will be returned to Seller. Notwithstanding any transfer of the Mineral Permit, Seller, shall remain responsible for the cost of, and shall bear the responsibility for, revegetating the portion of the Adjacent Property subject to the Mineral Permit and reclamation thereunder. However, Windmill hereby acknowledges and agrees that the security for the bond posted (and the related letter of credit) for the financial warranty for the Mineral Permit is the Property and, because of the Parties agreement as herein provided and notwithstanding anything contained in the Purchase Agreement to the contrary, Parkfield will convey the Property to Windmill subject to the lien of the deed of trust securing the letter of credit. Once Windmill replaces or assumes the bond posted for the financial warranty, Parkfield agrees to reasonably cooperate with Windmill in securing the necessary releases of the lien for such letter of credit.

Phased Mineral Permit Closure – The Parties agree to cooperate and to take all reasonable and necessary steps to close the Mineral Permit in phases as Fill Activities for

portions of the Property and the Adjacent Property are completed. Specifically, the Parties agree that at such time as any portion of the Property or the Adjacent Property, which is greater than 5 acres has been brought to final grade (the "Filled Area"), the Party responsible for revegetating the Filled Area will do so within 30 days of completion of Fill Activities in the Filled Area.

(c) Adams County Conditional Use Permit #RCU2012-00026.

(i) The Parties acknowledge and agree that the inert fill operations at the Property and the Adjacent Property (the "Fill Activities") necessary to fulfill the reclamation requirements under the Mineral Permit are subject to Adams County Conditional Use Permit #RCU2012-00026 Mann Fill Property (the "CUP"), which was approved with conditions by the Adams County Board of County Commissioners on January 7, 2013, which expires on January 7, 2018, and which runs with the Property and the Adjacent Property and therefore does not require a transfer from Parkfield to Windmill. Windmill will, however, take any necessary steps to provide updated contact information for the CUP to Adams County.

(ii) Parkfield, Old Brighton and Mann agree to provide any necessary documentation or other assistance necessary for Windmill to apply for and receive an extension to, or replacement of the CUP.

The Parties agree that all Fill Activities conducted on the Property and the Adjacent Property shall only be performed by persons or entities approved by Windmill, in writing, and shall be under the sole direction and control of Windmill.

(d) Colorado Department of Public Health and Environment ("CDPHE") Construction Permit for Land Development Number GP003.

(i) The Parties agree and acknowledge that air emissions associated with Fill Activities conducted under the CUP are subject to CDPHE General Construction Permit for Land Development Number GP003 ("GP003") issued by the Air Pollution Control Division.

(ii) Mann agrees to file and to provide copies of all necessary reports for GP003 associated with Mann's operations under GP003 through and including Closing and to assist Windmill with the preparation of any reports required which include time periods during which Mann was responsible for operations under GP003, and to pay any necessary fees associated with Mann's operations under GP003 through and including Closing.

(iii) Windmill agrees to take all necessary steps to apply for a transfer of GP003 associated with the transfer of ownership of the Property.

(e) CDPHE Process Water and Stormwater Discharge Permit No.COG500490.

(i) The Parties agree and acknowledge that process water and stormwater discharges associated with Mann's operations under the Mineral Permit, including the Fill Activities conducted under the CUP, are subject to CDPHE Process Water and Stormwater Discharge Permit No.COG500490 ("COG500490").

(ii) Mann agrees to file and to provide copies of all necessary reports, including, but not limited to any Discharge Monitoring Reports (“DMR’s”) for COG500490 associated with Mann’s operations under COG500490 through and including Closing and to assist Windmill with the preparation of any reports required which include time periods during which Mann was responsible for operations under COG500490, and to pay any necessary fees associated with Mann’s operations under COG500490 through and including Closing.

(iii) Windmill agrees to take all necessary steps to apply for a transfer of COG500490 from Mann to Windmill. The Parties acknowledge that such a transfer will not be effective until at the earliest 30 days after Closing, and that Mann shall remain responsible for compliance under COG500490 until such time as the transfer is effective.

(f) M&G Substitute Water Supply Plan (WDID 0202503).

(i) The Parties agree and acknowledge that the Property and the Adjacent Property are subject to a water augmentation requirement under the Mineral Permit.

(ii) The Parties further agree that the means for complying with such water augmentation requirement was formalized and approved by the Colorado Department of Natural Resources, Division of Water Resources as the M&G Substitute Water Supply Plan (WDID 0202503) (the “SWSP”).

(iii) The SWSP expired on March 31, 2016. However, Mann Resources has continued Fill Activities, which have reduced the exposed water surface.

(iv) Prior to Closing, the Parties agreed to retain Parsons Water Consulting, LLC (“Parsons”) to begin the HCU analysis necessary to receive a renewal of WDID 0202503 or a new SWSP, as applicable (the “HCU Analysis”).

(v) The Parties agreed that if the HCU Analysis is complete prior to Closing, Parkfield will pay the costs of such work. If the HCU Analysis is not complete prior to Closing, Windmill will receive a nine-thousand dollar (\$9,000.00) credit at Closing to pay for the HCU Analysis.

(vi) Under the Purchase Agreement, Old Brighton and Parkfield agreed to lease to Windmill sufficient shares of The Fulton Irrigation Ditch Company for Windmill’s use as augmentation water under the SWSP, and in connection with the Fill Activities and the requirements under the Mineral Permit. Such agreement will be memorialized at or prior to Closing by a lease entered into between Windmill, Old Brighton and Parkfield (the “Water Lease”), which provides for Windmill’s lease of not more than 49 shares of water per year from The Fulton Irrigation Ditch Company, at \$50.00 per share, until such time as the augmentation requirements under the SWSP and the Mineral Permit have been met, with the actual leased amount adjusted on a yearly basis to account for the decrease in water augmentation required for the Property and the Adjacent Property due to Fill Activities at the Property and the Adjacent Property.

(vii) Upon the execution of the Water Lease and approval of the renewed or new SWSP, Windmill agrees to assume all future obligations under the renewed or new SWSP for the Property and the Adjacent Property.

(g) **Reversion of Permits.** The Parties agree that if at the point Windmill has satisfied the reclamation obligations under the Mineral Permit, Old Brighton opts to discontinue Fill Activities on the Adjacent Property, then Old Brighton will apply for transfers of the Permits back to Old Brighton, and Old Brighton will assume all obligations under the Permits previously assumed hereunder by Windmill.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

6. **Assignment.** No Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, any Party shall have the right, without consent, to assign this Agreement to any affiliate in connection with a permitted sale of the Property or Adjacent Property. Any attempted assignment and/or delegation by a Party in violation of this Section shall be void and of no force or effect.

7. **Cooperation.** The Parties agree to cooperate and to take all commercially reasonable actions necessary to transfer the Permits, including the creation, signing, filing or recordation of any documents.

8. **Default.** In the event any Party breaches or fails to comply with any provision of this Agreement, and such breach or noncompliance continues for a period of 30 days after notice (or, if such breach or noncompliance cannot be reasonably cured within such 30-day period, the defaulting Party commences curing such breach or noncompliance within such 30-day period and thereafter diligently prosecutes such cure to completion), then the non-defaulting Party will have the right, at such Party's election, to terminate this Agreement and/or exercise any rights and remedies available at law or in equity.

9. **Binding Effect; Enforcement.** As long as this Agreement is in effect, the obligations under this Agreement are and shall be considered real covenants that touch and concern the Property and the Adjacent Property, and shall run with the Property and Adjacent Property.

10. **Severability.** If any term, covenant or provision of this Agreement is found to be illegal or unenforceable for any reason, the same will not invalidate any other term, covenant or provision and all of the remaining terms, covenants and provisions of this Agreement will remain in full force and effect.

11. **Recordation.** This Agreement shall be recorded in the real property records maintained by the Clerk and Recorder of Adams County, State of Colorado.

12. **Notices.** Any notices required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed served, given, delivered and received upon the earlier of:

(a) when personally received by the Party to whom it is addressed; or (b) one business day after being deposited with a commercial overnight courier for overnight delivery with all required charges prepaid; or (c) when confirmed if sent by facsimile or electronic delivery; and addressed to the Parkfield, Windmill or to Old Brighton at the appropriate address or facsimile number as set forth below. Any Party hereto may change its address or facsimile number for the purpose of this Section by giving written notice of such change to the other Party in the manner provided for in this Section.

If to Parkfield and/or Old Brighton and/or Mann Resources:

c/o Carlson Associates
12460 1st Street, P.O. Box 247
Eastlake, CO 80614-0247
Attention: Clay Carlson
Telephone: (303) 457-2966
Facsimile: (303) 280-2978
Email: ClayCarlson@carlsonland.net

with a copy to:

Jumps Law, LLC
2579 West Main Street, Suite 201
Littleton, CO 80120
Attention: Brian P. Jumps, Esq.
Telephone: (303) 586-1855
Facsimile: (720) 643-2997
Email: bjumps@jumpsllaw.com

If to Windmill:

Windmill Creek Enterprises, Inc.
2027 West Colfax Avenue
Denver, CO 80204
Attention: Joseph M. O'Dea
Telephone: (303) 562-2000 x316
Facsimile: (303) 893-1949
Email: jodea@ceiconstructors.com

with a copy to:
Colorado Premier Real Estate
14971 Vine Street
Thornton, CO 80602
Attention: Vicki Knudson
Telephone: (303) 994-9897
Facsimile: (720) 643-2997
Email: Knudson_inc@msn.com

with a copy to:

Foster Graham Milstein & Calisher, LLP
360 South Garfield Street
6th Floor
Denver, CO 80209
Attention: Michelle L. Berger, Esq.
Telephone: (303) 333-9810
Facsimile: (303) 333-9786
Email: mberger@fostergraham.com

13. **Attorneys' Fees.** In the event of any litigation or arbitration between the Parties concerning this transaction, the Party determined by the court or arbiter to be the prevailing Party shall recover court costs and reasonable attorneys' fees and costs, which shall be paid by the other Party hereto.


14. **Counterparts.** This Agreement may be executed by the Parties in multiple counterparts, the signature pages of which may be collated to form a single fully executed original of this Agreement for the purposes of recording and all other purposes.

[Signature Page Follows]

EXECUTED as of the date first written above.

PARKFIELD:

PARKFIELD PARTNERS, LLC, a Colorado
limited liability company

By: 
Name: Kent Carlson
Its: Partner

WINDMILL:

WINDMILL CREEK ENTERPRISES, INC., a
Colorado corporation

By: _____
Name: _____
Its: _____


OLD BRIGHTON:

OLD BRIGHTON ROAD LLC, a Colorado limited
liability company

By: 
Name: Clay Carlson
Its: Member

MANN RESOURCES:

MANN RESOURCES, LLC, a Colorado limited
liability company

By: 
Name: Clay Carlson
Its: Member

EXECUTED as of the date first written above.

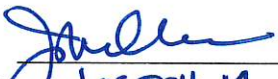
PARKFIELD:

PARKFIELD PARTNERS, LLC, a Colorado
limited liability company

By: _____
Name: _____
Its: _____

WINDMILL:

WINDMILL CREEK ENTERPRISES, INC., a
Colorado corporation

By:  _____
Name: Joseph M. O'Dea
Its: President

OLD BRIGHTON:

OLD BRIGHTON ROAD LLC, a Colorado limited
liability company

By: _____
Name: _____
Its: _____

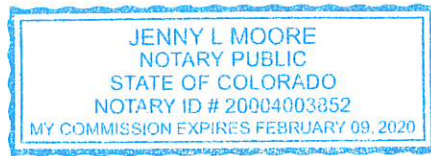
MANN RESOURCES:

MANN RESOURCES, LLC, a Colorado limited
liability company

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) :ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Kent D. Carlson, as Manager of Parkfield Partners, LLC, a Colorado limited liability company.



Jenny L. Moore
Notary Public

My Commission expires: 02/09/2020

STATE OF COLORADO)
) :ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Windmill Creek Enterprises, Inc., a Colorado corporation.

Notary Public

My Commission expires: _____

STATE OF COLORADO)
) :ss
COUNTY OF _____)

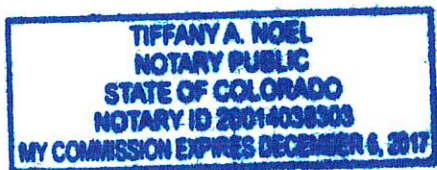
The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Parkfield Partners, LLC, a Colorado limited liability company.

Notary Public

My Commission expires: _____

STATE OF COLORADO)
) :ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of July, 2017, by Joseph M. O'Dear, as President of Windmill Creek Enterprises, Inc., a Colorado corporation.



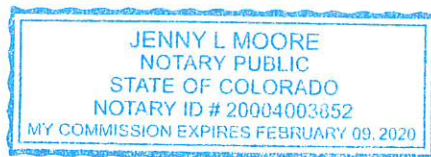
Tiffany A. Noel

Notary Public

My Commission expires: 12/06/2017

STATE OF COLORADO)
) :SS
COUNTY OF Adams)

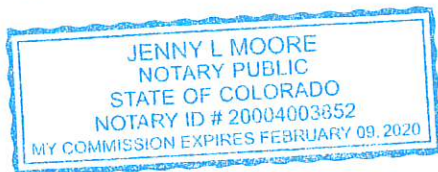
The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Clay Carlson, as Manager of Old Brighton Road LLC, a Colorado limited liability company.



Jenny L. Moore
Notary Public
My Commission expires: 02/09/2020

STATE OF COLORADO)
) :SS
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Clay Carlson, as Manager of Mann Resources LLC, a Colorado limited liability company.



Jenny L. Moore
Notary Public
My Commission expires: 02/09/2020

Exhibit A

Legal Description of Property

A PARCEL OF LAND BEING A PORTION OF LOT 1 OF THE M & G PIT SUBDIVISION, RECORDED JULY 21, 1994 IN FILE NO. 17 AT MAP NO. 266 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING A PART OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, AND CONSIDERING THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO BEAR SOUTH 00°58'37" EAST, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE SOUTH 50°13'15" WEST A DISTANCE OF 846.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°58'58" EAST ALONG THE EASTERLY LINE OF SAID LOT 1 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 1,492.27 FEET;

THENCE SOUTH 87°08'01" WEST A DISTANCE OF 90.05 FEET;

THENCE SOUTH 84°50'01" WEST A DISTANCE OF 96.99 FEET;

THENCE NORTH 89°24'59" WEST A DISTANCE OF 47.58 FEET;

THENCE NORTH 84°22'59" WEST A DISTANCE OF 81.84 FEET;

THENCE NORTH 74°21'59" WEST A DISTANCE OF 202.24 FEET;

THENCE SOUTH 83°17'02" WEST A DISTANCE OF 184.11 FEET;

THENCE NORTH 80°56'38" WEST A DISTANCE OF 1,161.50 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1;

THENCE NORTH 25°16'08" EAST A DISTANCE OF 325.15 FEET TO A POINT OF CURVATURE AND THE SOUTHERLY END OF THAT PARCEL DESCRIBED AT RECEPTION NO. C1166981 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED AT RECEPTION NO. C1166891 THE FOLLOWING SIX (6) COURSES:

1. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06°56'11", A RADIUS OF 1,823.76 FEET, AN ARC LENGTH OF 220.79 FEET AND A CHORD THAT BEARS NORTH 28°44'14" EAST A DISTANCE OF 220.66 FEET;

2. NORTH 32°08'30" EAST A DISTANCE OF 571.67 FEET TO A POINT OF CURVATURE;

3. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°33'02", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 129.92 FEET AND A CHORD THAT BEARS NORTH 61°54'59" EAST A DISTANCE OF 124.15 FEET;

4. SOUTH 88°18'31" EAST A DISTANCE OF 10.71 FEET TO A POINT OF CURVATURE;

5. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°09'52", A RADIUS OF 2,074.00 FEET, AN ARC LENGTH OF 802.31 FEET AND A CHORD THAT BEARS NORTH 80°36'33" EAST A DISTANCE OF 797.32 FEET;

6. NORTH 69°31'37" EAST A DISTANCE OF 345.17 FEET;

THENCE NORTH 89°14'18" EAST A DISTANCE OF 35.34 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,942,359 SQUARE FEET, OR 44.590 ACRES, MORE OR LESS.

Exhibit B

Legal Description of Adjacent Property

A PARCEL OF LAND BEING A PORTION OF LOT 1 OF THE M & G PIT SUBDIVISION, RECORDED JULY 21, 1994 IN FILE NO. 17 AT MAP NO. 266 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING A PART OF SECTION 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, AND CONSIDERING THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO BEAR SOUTH 00°58'37" EAST, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE SOUTH 13°23'36" EAST A DISTANCE OF 1,366.44 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF THAT PARCEL AS DESCRIBED IN THE DOCUMENT RECORDED AT RECEPTION NO. 11000047996 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY THE FOLLOWING FORTY (40) COURSES:

1. THENCE SOUTH 06°59'59" EAST A DISTANCE OF 95.24 FEET TO A POINT OF CURVATURE;
2. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 57°59'55", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 101.23 FEET AND A CHORD THAT BEARS SOUTH 22°00'01" WEST A DISTANCE OF 96.96 FEET;
3. THENCE SOUTH 51°00'01" WEST A DISTANCE OF 290.00 FEET;
4. THENCE SOUTH 35°41'01" WEST A DISTANCE OF 160.00 FEET;
5. THENCE SOUTH 30°55'01" WEST A DISTANCE OF 128.00 FEET TO A POINT OF CURVATURE;
6. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 31°59'55", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 111.70 FEET AND A CHORD THAT BEARS SOUTH 46°55'01" WEST A DISTANCE OF 110.25 FEET;
7. SOUTH 62°55'01" WEST A DISTANCE OF 54.00 FEET;
8. SOUTH 69°08'01" WEST A DISTANCE OF 172.00 FEET;
9. SOUTH 76°38'01" WEST A DISTANCE OF 135.00 FEET;
10. SOUTH 87°08'01" WEST A DISTANCE OF 195.00 FEET;
11. SOUTH 84°50'01" WEST A DISTANCE OF 100.00 FEET;
12. NORTH 89°24'59" WEST A DISTANCE OF 57.00 FEET;
13. NORTH 84°22'59" WEST A DISTANCE OF 95.00 FEET;
14. NORTH 74°21'59" WEST A DISTANCE OF 187.00 FEET;
15. SOUTH 78°38'01" WEST A DISTANCE OF 26.00 FEET;
16. SOUTH 71°10'01" WEST A DISTANCE OF 52.00 FEET;
17. SOUTH 53°43'01" WEST A DISTANCE OF 78.00 FEET;

18. SOUTH 43°54'01" WEST A DISTANCE OF 90.00 FEET;
19. SOUTH 41°14'29" EAST A DISTANCE OF 15.50 FEET;
20. SOUTH 48°45'31" WEST A DISTANCE OF 177.00 FEET;
21. SOUTH 42°27'01" WEST A DISTANCE OF 62.00 FEET;
22. SOUTH 26°50'01" WEST A DISTANCE OF 88.00 FEET;
23. SOUTH 22°19'01" WEST A DISTANCE OF 90.00 FEET;
24. SOUTH 28°30'01" WEST A DISTANCE OF 255.00 FEET;
25. SOUTH 50°40'01" WEST A DISTANCE OF 78.00 FEET;
26. SOUTH 63°30'01" WEST A DISTANCE OF 145.00 FEET;
27. SOUTH 44°01'01" WEST A DISTANCE OF 170.00 FEET TO A POINT OF CURVATURE;
28. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°00'00", A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 230.38 FEET AND A CHORD THAT BEARS SOUTH 55°01'01" WEST A DISTANCE OF 228.97 FEET;
29. SOUTH 66°01'01" WEST A DISTANCE OF 198.00 FEET;
30. SOUTH 78°09'01" WEST A DISTANCE OF 103.00 FEET;
31. SOUTH 82°00'01" WEST A DISTANCE OF 250.00 FEET TO A POINT OF CURVATURE;
32. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°00'00", A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 104.72 FEET AND A CHORD THAT BEARS SOUTH 74°30'01" WEST A DISTANCE OF 104.42 FEET;
33. SOUTH 67°00'01" WEST A DISTANCE OF 35.00 FEET;
34. SOUTH 62°18'01" WEST A DISTANCE OF 58.00 FEET;
35. SOUTH 68°21'01" WEST A DISTANCE OF 88.00 FEET;
36. SOUTH 73°46'01" WEST A DISTANCE OF 66.00 FEET;
37. SOUTH 69°12'01" WEST A DISTANCE OF 195.00 FEET;
38. SOUTH 46°43'01" WEST A DISTANCE OF 92.00 FEET;
39. SOUTH 41°00'01" WEST A DISTANCE OF 198.00 FEET;
40. NORTH 48°59'59" WEST A DISTANCE OF 26.25 FEET TO A POINT OF CURVATURE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BRIGHTON ROAD;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°37'37", A RADIUS OF 871.75 FEET, AN ARC LENGTH OF 24.75 FEET AND A CHORD THAT BEARS NORTH 30°15'53" EAST A DISTANCE OF 24.75 FEET;
2. NORTH 31°04'42" EAST A DISTANCE OF 845.79 FEET TO A POINT OF CURVATURE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BRIGHTON ROAD;
3. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°48'34", A RADIUS OF 3,470.21 FEET, AN ARC LENGTH OF 351.86 FEET AND A CHORD THAT BEARS NORTH 28°10'25" EAST A DISTANCE OF 351.71 FEET;
4. NORTH 25°16'08" EAST A DISTANCE OF 872.72 FEET;

THENCE SOUTH 80°56'38" EAST A DISTANCE OF 1,161.50 FEET;

THENCE NORTH 83°17'02" EAST A DISTANCE OF 184.11 FEET;
THENCE SOUTH 74°21'59" EAST A DISTANCE OF 202.24 FEET;
THENCE SOUTH 84°22'59" EAST A DISTANCE OF 81.84 FEET;
THENCE SOUTH 89°24'59" EAST A DISTANCE OF 47.58 FEET;
THENCE NORTH 84°50'01" EAST A DISTANCE OF 96.99 FEET;
THENCE NORTH 87°08'01" EAST A DISTANCE OF 90.05 FEET;
THENCE NORTH 00°58'58" WEST A DISTANCE OF 697.95 FEET;
THENCE NORTH 89°35'29" EAST A DISTANCE OF 659.85 FEET;
THENCE NORTH 89°36'36" EAST A DISTANCE OF 293.81 FEET TO THE POINT OF
BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 2,275,887 SQUARE FEET, OR 52.247 ACRES,
MORE OR LESS.

Exhibit C

Access and Ancillary Easements

