

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2018, between the County of Adams, State of Colorado, the legal address of which is 4430 S. Adams County Parkway, Brighton, CO 80601 (“Grantor”), and the State of Colorado, acting by and through the Department of Human Services, for the use and benefit of the Adams Youth Services Center, the legal address of which is 1575 Sherman Street, Denver, CO 80202 (“Grantee”):

WITNESSETH

That the Grantor, for and in consideration of the promises set forth in an Intergovernmental Agreement between Grantor and Grantee dated December 15, 2017, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

Lot 2, Block 1, Bromley Park Filing No. 101, 7th Amendment, County of Adams, State of Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

EXCEPTING all mineral and water rights associated with the Property and any other rights that were retained by KING PAUL 1, LLC, JACOBS COLORADO LLC, and IVE COLORADO LLC, as part of those entities’ conveyance to Grantor, including an easement reserved by said entities and described in Exhibit A.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, its successors and assigns forever.

The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to all matters set forth in attached Exhibit B.

REVERTER. Should either of the following events occur, the Grantee shall convey the property back to Grantor, upon the terms and conditions of the December 15, 2017 Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Services Center:

1. Grantee fails to construct the Adams Youth Services Center by December 31, 2024, or

2. Grantee constructs the Adams Youth Services Center but then ceases to use the Property for use by the Department of Human Services for a consecutive period of eighteen (18) months. In the event of an act of God or other extenuating circumstance where the Grantee's non-use is intended to be temporary, the Grantee may, at least thirty days prior to the expiration of the eighteen month period, submit a written request to the Grantor for an additional eighteen months to bring the Property back into compliance with the terms of the IGA. The Grantor may, in its sole discretion, grant or deny the requested extension. Grantee's transfer of the Property back to the Grantor shall be by Special Warranty Deed, subject to land dedications and public utility easements.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed by its duly authorized representative, the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS,
COUNTY OF ADAMS, STATE OF
COLORADO**

Chair

**ATTEST:
STAN MARTIN, CLERK**

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____, Chair of the Board of County Commissioners of the County of Adams, State of Colorado.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

Notary Public

APPROVED AS TO FORM:

DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of the State Architect,
Real Estate Programs,
For the Executive Director

By: _____
Chris Swigert, Real Estate Specialist

Exhibit A to Special Warranty Deed
(Legal Description of Easement)

A PARCEL OF LAND LOCATED WITHIN LOT 3, BLOCK 1, BROMLEY PARKING FILING NO. 101, 3RD AMENDMENT, RECORDED AT RECEPTION NO. 2010000057989 LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3, S49°24'18"W A DISTANCE OF 200.47 FEET TO A POINT ON A 30' LEAD TRACK EASEMENT RECORDED AT RECEPTION NUMBER C1227827; THENCE ALONG SAID 30' EASEMENT THE FOLLOWING THREE (3) COURSES; 1) 97.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9°28'17", A RADIUS OF 587.71 FEET AND A CHORD THAT BEARS S71°15'28"W A DISTANCE OF 97.04 FEET;
2) THENCE S75°59'32"W A DISTANCE OF 115.67 FEET TO A POINT OF CURVATURE;
3) THENCE 71.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 6°38'39", A RADIUS OF 618.80 FEET AND A CHORD THAT BEARS S72°40'12"W A DISTANCE OF 71.72 FEET;
THENCE N49°24'53"E A DISTANCE OF 209.01 FEET TO A POINT OF CURVATURE;
THENCE 132.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°24'38", A RADIUS OF 250.00 FEET AND A CHORD THAT BEARS N34°12'34"E A DISTANCE OF 131.14 FEET;
THENCE N19°00'15"E A DISTANCE OF 31.03 FEET TO THE NORTHERLY LINE OF SAID LOT 3;
THENCE ALONG SAID NORTHERLY LINE, S70°59'45"E A DISTANCE OF 192.76 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS 0.874 ACRES (38,064 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BASIS OF BEARING: BEARINGS ARE BASED ON THE ADAMS COUNTY CONTROL NETWORK BEARING OF N36°24'05"E BETWEEN ADAMS COUNTY STATION "S 62" (STA. NO. 11), A 3 1/2" US COSTAL & GEODETIC BENCHMARK BRASS CAP AND STATION "LOCHBUIE" (STA. NO. 21), A 3 1/4" ADASM COUNTY BRASS CAP SET IN CONCRETE.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
APRIL 2, 2018



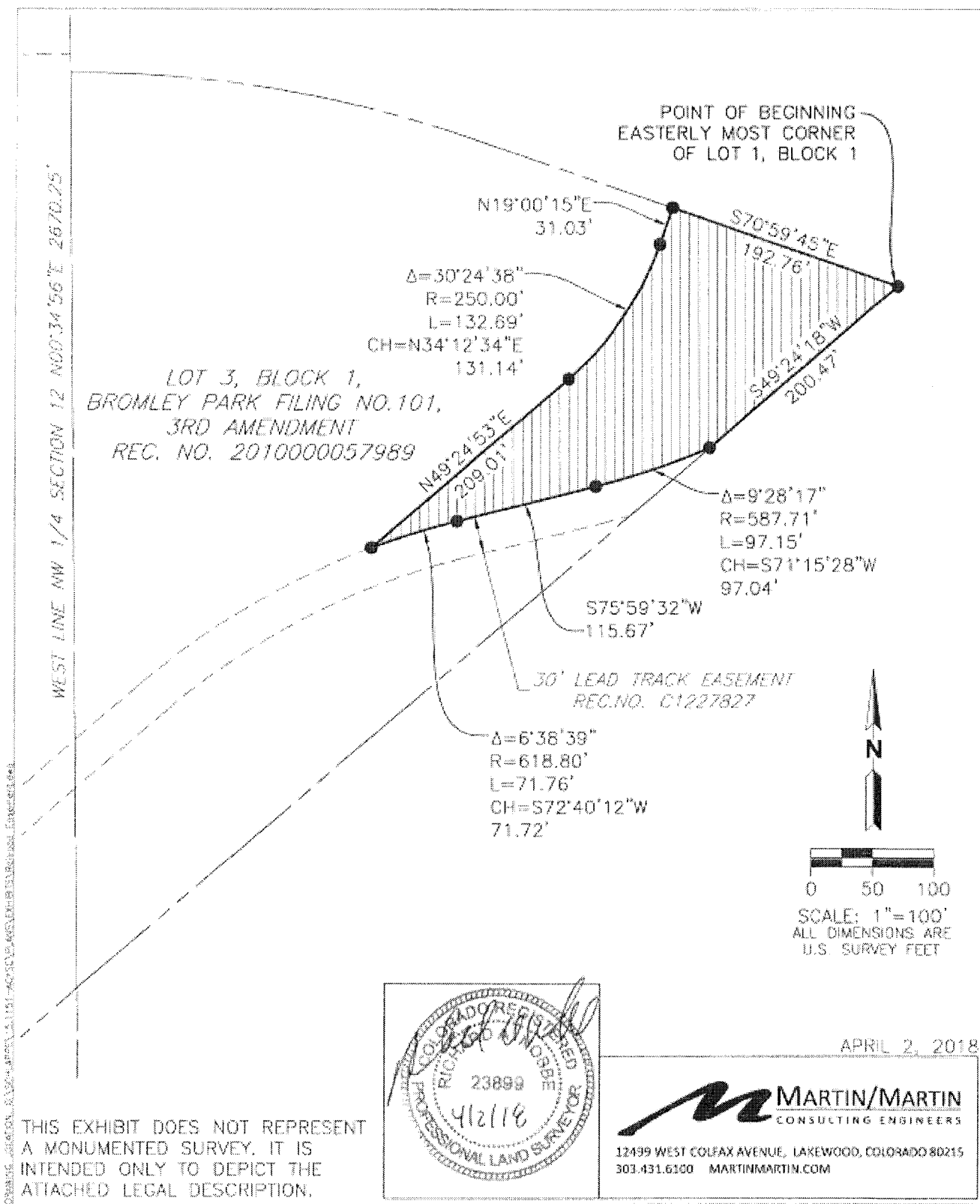


Exhibit B
(Permitted Exceptions)

1. All water rights appurtenant to the Property.
2. All mineral rights appurtenant to the Property.
3. All rights under any agreement with any metropolitan or other special district.
4. All rights of any Seller as declarant under any covenants, conditions, or restrictions relating to the Property.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records, except as to any liens or future liens resulting from work or material furnished at the specific, direct request, and with the actual knowledge of King Paul 1, LLC, a Colorado limited liability company, IVE Colorado LLC, a Colorado limited liability company, and Jacobs Colorado, LLC, a Colorado limited liability company.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED SEPTEMBER 12, 1888 IN BOOK A11 AT PAGE 441, OLD ADAMS COUNTY RECORDS.

MINERAL QUIT CLAIM DEED FROM UNION PACIFIC LAND RESOURCES CORPORATION AND ROCK SPRINGS ROYALTY COMPANY TO ROCK CREEK MINERALS, L.L.C. RECORDED MAY 18, 2000 IN BOOK 6132 AT PAGE 208.
10. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED SEPTEMBER 12, 1899 IN BOOK 389 AT PAGE 557, OLD ADAMS COUNTY RECORDS.
11. RESERVATION MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED FEBRUARY 24, 1900 IN BOOK 1287 AT PAGE 630, OLD ADAMS COUNTY RECORDS.
12. RIGHT OF WAY FOR PIPELINE AS GRANTED TO COLORADO INTERSTATE GAS COMPANY BY INSTRUMENTS RECORDED JANUARY 26, 1956 IN BOOK 591 AT PAGES 381 AND 384.
13. EASEMENT FOR THE DELIVERY OF WATER AS GRANTED TO SAM N. CHIKUMA AND JOSEPHINE Y. CHIKUMA BY CONSENT OF DECREE OF THE

DISTRICT COURT OF ADAMS COUNTY, RECORDED FEBRUARY 9, 1967 IN BOOK 1344 AT PAGE 440.

14. OIL AND GAS LEASE BETWEEN WILLIAM H. SHAW, EXECUTOR OF THE ESTATE OF REBA HOOD SHAW, A/K/A REBA H. SHAW, A/K/A REBA SHAW, DECEASED, AS LESSOR, AND MARTIN J. FREEDMAN, RECORDED JULY 7, 1970 IN BOOK 1611 AT PAGE 49, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: PRODUCTION AFFIDAVITS RECORDED JULY 20, 1972 IN BOOK 1802 AT PAGE 602; AND RECORDED OCTOBER 17, 1973 IN BOOK 1894 AT PAGE 628; AND REVISED PRODUCTION AFFIDAVIT RECORDED MAY 10, 1974 IN BOOK 1894 AT PAGE 217; AND AGREEMENT RECORDED NOVEMBER 22, 1983 IN BOOK 2814 AT PAGE 49.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327270.

15. AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND MINERALS AS RESERVED BY KATHERINE L. MCMORROW IN INSTRUMENT RECORDED JUNE 29, 1972 IN BOOK 1804 AT PAGE 702, AND ANY AND ALL ASSIGNMENT THEREOF OR INTERESTS THEREIN.

16. OIL AND GAS LEASE BETWEEN DAPHNE Y. STEGMAIER AND THOMAS G. VESSELS, RECORDED AUGUST 02, 1973 IN BOOK 1879 AT PAGE 784 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NOS. 20060331000327270 AND 20060331000327280.

17. AN UNDIVIDED 49% INTEREST IN AND ALL TO OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED FROM WILLIAM HOOD SHAW AND DAPHNE Y. STEGMAIER TO BRIGHTON EAST DEVELOPMENT COMPANY #2 RECORDED AUGUST 8, 1973 IN BOOK 1881 AT PAGE 37.

18. A RIGHT OF WAY EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC. AS SET FORTH AND DESCRIBED IN INSTRUMENT JUNE 26, 1980 IN BOOK 2467 AT PAGE 976, UPON THE TERMS AND CONDITIONS SET FORTH THEREIN.

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO RECORDED AUGUST 26, 1981 IN BOOK 2581 AT PAGE 718.

20. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE P.U.D. OF BROMLEY PARK PRELIMINARY PLAN RECORDED SEPTEMBER 5, 1984 UNDER RECEPTION NO. B525682.

21. THE EFFECT OF THE INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 25, 1985, IN BOOK 2993 AT PAGE 216.

MAPS OF BROMLEY PARK METROPOLITAN DISTRICTS #1, #2, #3 & #4 RECORDED JANUARY 13, 1995 UNDER RECEPTION NOS. C0045458, C0045459, C0045460 AND C0045461.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK P.U.D. RECORDED JULY 16, 1985 UNDER RECEPTION NO. B586587; BROMLEY PARK AMENDED RECORDED SEPTEMBER 9, 1988 UNDER RECEPTION NO. B838635; AND LETTER RECORDED DECEMBER 31, 2002 UNDER RECEPTION NO. C1074101.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JULY 31, 1985 IN BOOK 3030 AT PAGE 535; FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED APRIL 13, 1987 IN BOOK 3031 AT PAGE 899 AND SECOND AMENDMENT TO ANNEXATION AGREEMENT RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 908; RESOLUTION RECORDED JUNE 19, 1996 IN BOOK 4776 AT PAGE 140; FOURTH AMENDMENT TO ANNEXATION AGREEMENT RECORDED NOVEMBER 21, 1997 IN BOOK 5163 AT PAGE 219.

NOTE: NOTICE OF MUNICIPAL ANNEXATION OF OIL AND GAS WELLS RECORDED NOVEMBER 20, 1995 IN BOOK 4630 AT PAGE 535.

24. LEASE BETWEEN ROCK SPRINGS ROYALTY COMPANY, A UTAH CORPORATION, LESSOR, AND THE BRIGHTON COMPANY, A COLORADO LIMITED PARTNERSHIP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED FEBRUARY 27, 1986, IN BOOK 3114 AT PAGE 918.

NOTE: ASSIGNMENT OF COAL LEASE RECORDED NOVEMBER 30, 1993 IN BOOK 4203 AT PAGE 785.

NOTE: NOTICE OF MINERAL INTERESTS AND SURFACE USE RECORDED DECEMBER 18, 2003 UNDER RECEPTION NO. C1254624.

25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT AND THE GROUND WATER MANAGEMENT SUBDISTRICT OF CENTRAL COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 13, 1986, IN BOOK 3098 AT PAGE 149.

26. OIL AND GAS LEASE BETWEEN JANE R. SHAW AND VESSELS OIL & GAS COMPANY, RECORDED NOVEMBER 03, 1993 IN BOOK 4184 AT PAGE 535 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
27. OIL AND GAS LEASE BETWEEN DAPHNE T. STEGMAIER AND VESSELS OIL & GAS COMPANY, RECORDED JANUARY 19, 1994 IN BOOK 4241 AT PAGE 397 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327270.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1460 RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 700; AND RESOLUTION RECORDED NOVEMBER 14, 1994 IN BOOK 4423 AT PAGE 705.
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SOUTH BEEBE DRAW WASTEWATER SERVICE AGREEMENT RECORDED JANUARY 23, 1998 IN BOOK 5214 AT PAGE 940.
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER UTILITY AGREEMENT RECORDED JANUARY 20, 1998 IN BOOK 5210 AT PAGE 863; AMENDMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227829.
31. CITY COUNCIL RESOLUTION APPROVING BROMLEY PARK - FILING NO. 101 PHASE AREA MASTER PLAN AND DEVELOPMENT AGREEMENT RECORDED FEBRUARY 8, 2001 UNDER RECEPTION NO. C0759390.
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR BROMLEY PARK FILING NO. 101 RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759391; MODIFICATION AGREEMENT RECORDED AUGUST 30, 2010 UNDER RECEPTION NO. 2010000057988.
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK PHASE AREA MASTER PLAN I-76 INDUSTRIAL SITE PHASE AREA III RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759392.
34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROMLEY PARK FILING NO. 101 RECORDED FEBRUARY 08, 2001 UNDER RECEPTION NO. C0759393.
35. RESTRICTIVE COVENANTS AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROMLEY PARK INTERSTATE BUSINESS PARK RECORDED FEBRUARY 15, 2001, UNDER RECEPTION NO. C0761908.

NOTE: ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED DECEMBER 28, 2007 UNDER RECEPTION NO. 2007000117896.

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK LAND USE COVENANTS, GRANTS AND RESTRICTIONS RECORDED FEBRUARY 15, 2001 UNDER RECEPTION NO. C0761909.

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED NOVEMBER 27, 2013 UNDER RECEPTION NO. 2013000100947.

37. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT #6, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 03, 2001, UNDER RECEPTION NO. C0896320; RECORDED AUGUST 3, 2006 UNDER RECEPTION NO. 20060803000785990; RECORDED APRIL 20, 2007 UNDER RECEPTION NO. 2007000039527; AND RECORDED FEBRUARY 28, 2008 UNDER RECEPTION NO. 2008000015598.
38. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. C0971694.
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPUR TRACK EASEMENT AGREEMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227826.
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEAD TRACK EASEMENT AGREEMENT RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. C1227827.
41. EASEMENTS AND NOTES AS SHOWN ON THE PLAT OF BROMLEY PARK FILING NO. 101 SECOND AMENDMENT RECORDED DECEMBER 8, 2004 UNDER RECEPTION NO. 20041208001246730.
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT RECORDED APRIL 11, 2005 UNDER RECEPTION NO. 20050411000374120.
43. EASEMENT GRANTED TO UNITED POWER, INC., FOR ELECTRICAL FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 12, 2005, UNDER RECEPTION NO. 20051212001357150.
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 20060315000264440.

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL COLLECTION LINE EASEMENT FOR WELL P-13) RECORDED MAY 22, 2006 UNDER RECEPTION NO. 20060522000523100.
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF ENTRY RECORDED MAY 22, 2006 UNDER RECEPTION NO. 20060522000523120.
47. PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED AUGUST 1, 2006 UNDER RECEPTION NO. 20060801000773150.
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 2006 UNDER RECEPTION NO. 20060927000975070.
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL SITE P-13) RECORDED NOVEMBER 27, 2007 UNDER RECEPTION NO. 2007000109004.
50. EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109005.
51. EASEMENT GRANTED TO SOUTH BEEBE DRAW METROPOLITAN DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109006.
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WELL SITE P-12) RECORDED NOVEMBER 27, 2007 UNDER RECEPTION NO. 2007000109010.
53. EASEMENT GRANTED TO UNITED WATER & SANITATION DISTRICT, FOR UNDERGROUND UTILITIES AND PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 27, 2007, UNDER RECEPTION NO. 2007000109012.
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF CO-TENANCY AGREEMENT RECORDED DECEMBER 28, 2007 UNDER RECEPTION NO. 2007000118127; AMENDED MEMORANDUM OF CO-TENANCY AGREEMENT RECORDED APRIL 8, 2008 UNDER RECEPTION NO. 2008000027861.
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE NO. 1973 RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013682.

56. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE ANNEXATION PLAT TO THE CITY OF BRIGHTON, COLORADO RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013683.
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT CHIKUMA PROPERTY RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013685.
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE APPROVING A RE-ZONE FROM ADAMS COUNTY AGRICULTURAL TO BROMLEY PARK PUD/I RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013688.
59. NOTES AND ALL OTHER MATTERS AS SHOWN ON THE BROMLEY PARK P.U.D. 10TH AMENDMENT (MAJOR) RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013689.
60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1972 RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013690.
61. EFFECT OF BROMLEY PARK P.U.D. 11TH AMENDMENT (MAJOR) RECORDED FEBRUARY 26, 2009 UNDER RECEPTION NO. 2009000013691.
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF RIGHTS UNDER MUTUAL WATER CARRIAGE AND STORAGE AGREEMENT RECORDED JANUARY 06, 2010 UNDER RECEPTION NO. 3668677 (WELD COUNTY RECORDS).

PARTIAL ASSIGNMENT OF RIGHTS UNDER MUTUAL WATER CARRIAGE AND STORAGE AGREEMENT RECORDED JANUARY 8, 2010 UNDER RECEPTION NO. 2010000001550.
63. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED JANUARY 08, 2010 UNDER RECEPTION NO. 2010000001544.
64. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED JANUARY 08, 2010 UNDER RECEPTION NO. 2010000001547.
65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROMLEY PARK, FILING NO. 103 DEVELOPMENT AGREEMENT RECORDED JANUARY 29, 2010 UNDER RECEPTION NO. 2010000006237.
66. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROMLEY PARK FILING NO. 101, 3RD

AMENDMENT RECORDED AUGUST 30, 2010 UNDER RECEPTION NO. 20100000057989.

67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BRIGHTON CITY COUNCIL RESOLUTION CHEROKEE 24" NATURAL GAS TRANSMISSION PIPELINE RECORDED NOVEMBER 20, 2012 UNDER RECEPTION NO. 3890126 (WELD COUNTY RECORDS).
68. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROMLEY PARK METROPOLITAN DISTRICT #1, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 14, 2013, UNDER RECEPTION NO. 3902774 (WELD COUNTY RECORDS).
69. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES AND FACILITIES APPURTENANT THERETO, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 17, 2013, UNDER RECEPTION NO. 2013000042198.
70. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 03, 2013 UNDER RECEPTION NO. 2013000057292.
71. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES AND FACILITIES APPURTENANT THERETO, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 03, 2013, UNDER RECEPTION NO. 2013000057323.
72. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. 2016000055794.
73. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103729 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
74. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103730 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
75. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103731 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
76. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103732 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

77. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103733 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
78. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103734 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
79. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103735 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
80. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103737 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
81. OIL AND GAS LEASE RECORDED NOVEMBER 27, 2017 UNDER RECEPTION NO. 2017000103739 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
82. OIL AND GAS LEASE RECORDED DECEMBER 11, 2017 UNDER RECEPTION NO. 2017000108409 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
83. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED JANUARY 19, 2018 PREPARED BY MARTIN/MARTIN CONSULTING ENGINEERS, JOB #15.1151.C.86

A. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE UNPAVED ROAD TRAVERSING SUBJECT PROPERTY
84. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE RECORDED MAY 11, 2018 UNDER RECEPTION NO. 2018000038124 .
85. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OIL AND GAS LEASE RECORDED MAY 17, 2018 UNDER RECEPTION NO. 2018000039920 .