

3. Ownership. Owner shall have no ownership or other interest in any Improvements (as defined in the Agreement) installed on the Premises.

4. Assignment. The Agreement provides, among other things, that Grantee and any Assignee shall have the right, subject to certain conditions set forth in the Agreement, to sell, convey, lease, assign, mortgage, encumber or transfer to one or more assignees or mortgagees the Agreement, or any right or interest in the Agreement, or any or all right or interest of Grantee in the Premises, or any portion thereof, or in any or all of the Improvements that Grantee or any other party may now or hereafter install on the Premises.

5. Successors and Assigns. This Memorandum and the Agreement shall burden the Premises and shall run with the land. The Agreement and this Memorandum shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. No Conflict. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement and the Agreement shall control over this Memorandum in all events.

7. Multiple Counterparts. This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

GRANTEE:

LENDLEASE ENERGY DEVELOPMENT LLC,
a Delaware limited liability company

By: 

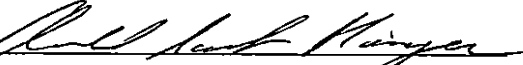
Name: Craig R. Carson

Title: Vice President

Date: 12-22-16

OWNER:

FREEDOM HOLDING COMPANY, LLC, a
Colorado limited liability company

By: 

Name: Donald Sack

Its: Manager

Date: 12-13-16

OWNER ACKNOWLEDGMENT

THE STATE OF COLORADO §
COUNTY OF Weld §

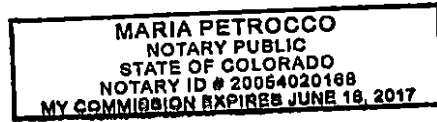
On December 13, 2016, before me, the undersigned authority, a Notary Public in and for said state, personally appeared **Donald Sack, as Manager of Freedom Holding Company, LLC, a Colorado limited liability company**, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same FOR the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of December, 2016.

[Notary Stamp/Seal]

Maria Petrocco
Notary Public, State of Colorado

My commission expires: June 16, 2017



GRANTEE ACKNOWLEDGMENT

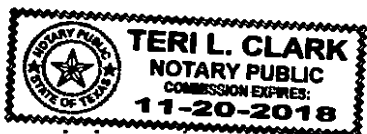
THE STATE OF Texas §
COUNTY OF Denton §

On December 22, 2016, before me, the undersigned authority, a Notary Public in and for said state, personally appeared Craig R. Carson, Vice President of Lendlease Energy Development LLC, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity and on behalf of Lendlease Energy Development LLC for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 22 day of December, 2016.

[Notary Stamp/Seal]

Teri L Clark
Notary Public, State of Texas



My commission expires: 11-20-18

EXHIBIT A TO MEMORANDUM OF SOLAR ENERGY SYSTEM GROUND LEASE AND
EASEMENT AGREEMENT

DESCRIPTION OF PREMISES

The land referred to herein below is situated in the County of Adams, State of Colorado, consisting of approximately 79 acres, more or less, identified as Parcel Number 0156700000261, and more particularly described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE SOUTH 00° 57'22" EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1334.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°57'22" EAST ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1317.22 (1316.98 DEED) FEET TO THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89° 51'00" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20, A DISTANCE OF 2643.20 (2641.32 DEED) FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 20; THENCE NORTH 01° 00'08" WEST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 20; A DISTANCE OF 1317.56 (1318.13 DEED) FEET TO A POINT 1334.24 FEET SOUTH OF THE CENTER OF SAID SECTION 20; THENCE NORTH 89° 51'25" WEST, A DISTANCE OF 2642.13 (2640 DEED) FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. EXCEPT THE WEST 30 FEET THEREOF FOR COUNTY ROAD RIGHT OF WAY.

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF COLORADO

§

COUNTY OF ADAMS

§

§

THIS Assignment, Bill of Sale and Conveyance, effective as of 7:00 a.m. CST, the 1st day of January, 2008, is by and between CIMA ENERGY, LTD. (formerly CIMA ENERGY, L.L.C.) with its principal office at 1221 McKinney, Suite 4150, Houston, Texas 77010 (hereinafter referred to as "ASSIGNOR"), and CIMA Energy Minerals, LTD., with offices at 1221 McKinney, Suite 4150, Houston, Texas 77010 (hereinafter referred to as "ASSIGNEE").

8
3
5

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNOR, is now the owner of the oil, gas and mineral leasehold interests and property described in Exhibit "A" attached hereto, and made a part hereof; and,

THAT, ASSIGNOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the leasehold acreage described in Exhibit "A", together with all of ASSIGNOR'S property and rights incident thereto, and including all rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto, and including pooled or unitized areas, and other interests and lands to which they pertain; and all of ASSIGNOR'S undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements, now thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging; and together with all of ASSIGNOR'S rights, title and interest in and to the mineral interests and overriding royalty interest, if any, attributable to the property described in Exhibit "A."

TO HAVE AND TO HOLD the interests assigned hereby unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

Return to: Cima Energy Minerals, Ltd.
1221 McKinney, Suite 4150
Houston, Texas 77010

X

①

To the extent required to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Except for the covenants contained in the immediately preceding paragraph, this Assignment, Bill of Sale and Conveyance is made and accepted without covenant, warranty or representation of any kind, express, implied or statutory, and without recourse against ASSIGNORS, and any covenants implied by statute or law by the words "transfer, grant, bargain, sell and convey" or any of them, or any other words in this instrument, are hereby expressly disclaimed, waived, and negated.

ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY FOR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. This Assignment is made with full substitution and subrogation in and to any and all rights or actions or warranty which ASSIGNOR may now or hereinafter have or hold.

ASSIGNOR'S interest in the leases and the lands is benefited and burdened by rights and obligations existing under certain contracts and agreements, if any, (the "Contracts") including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, gas imbalances, and other related instruments and agreements.

ASSIGNEE shall fully protect, indemnify, and defend ASSIGNOR, its officers, agents and/or employees and hold them harmless from any and all claims, losses, damages, demands, suits, causes of action, and liabilities (including attorneys' fees, costs of litigation and/or investigation and other costs associated therewith) (collectively referred to hereafter as "Claims") relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property or resource, including Claims for pollution and for environmental damage of any kind, any fines or penalties assessed on account of such damage, caused by, arising out of or connected, directly or indirectly, with the ownership or operation of the oil and gas leases designated on Exhibit "A" or any part thereof, accruing at or after the Effective Date, regardless of cause or of ASSIGNOR'S negligence or fault whether imposed by statute, rule, regulations, or strict liability or ASSIGNOR, its officers, agents and/or employees, or otherwise.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNOR'S interest only, to plug and abandon any wells located on said property and leases, environmental and pollution clean up, and to restore any surface location, in compliance with the rules and regulations effective in the Parish and State which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.


EXECUTED this 3rd day of January 2008, but effective as of January 1, 2008, the date above first written.

ASSIGNOR:

ATTEST:

CIMA ENERGY, LTD.

By: CIMA Energy Management, LLC
Its sole general partner

By: 
Name: MICHAEL D. RUPE
Title: Senior Vice President-Finance

By: 
Name: THOMAS K. EDWARDS
Title: President

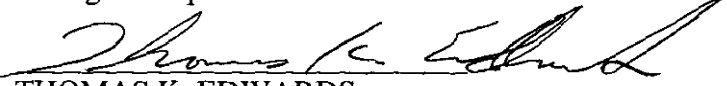
ASSIGNEE:

ATTEST:

CIMA Energy Minerals, LTD.

By: CIMA Energy Minerals Management, LLC
Its sole general partner

By: 
Name: MICHAEL D. RUPE
Title: Senior Vice President-Finance

By: 
Name: THOMAS K. EDWARDS
Title: President

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Thomas K. Edwards**, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that the same was the act of said **CIMA ENERGY, LTD.**, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of January 2008.



Ryan Matthews-Flores

Notary Public in and for the State of Texas

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Thomas K. Edwards**, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that the same was the act of said **CIMA Energy Minerals, Ltd.**, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of January 2008.



Ryan Matthews-Flores

Notary Public in and for the State of Texas

EXHIBIT "A"

COLLINS HH 20-3J

COLLINS 14-20

SEC. 20-1S-65W

ADAMS COUNTY, COLORADO

EXHIBIT "A"

Putnam 41-18 Well

NENE Section 18-1S-65W
Adams County, Colorado

Exhibit "A"

STATE: COLORADO
COUNTY: Adams
PROPERTY: Kraft 12-24J, SW/4 NW/4 Section 24-1S-65W

LESSOR	LESSEE	LEASE DATE	RECORDED BOOK/PAGE	DESCRIPTION
Fred Wagner, et ux	Hal A. McVey	1-23-70	1584/153	INSOFAR AND ONLY INSOFAR AS THE "D" SAND FORMATION IN AND TO: TOWNSHIP 1 SOUTH, RANGE 64 WEST SECTION 24:
Wilmette L. Kraft, et al J. D. Ford		10-24-70	1647/244	NE/4 NW/4 & E/2 SE/4 NW/4
Edward J. Madigan	F. S. Di Grappa	11-17-70	1647/248	W/2 NW/4 & W/2 SE/4 NW/4

The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the interest assigned or the lands or depths covered.

Exhibit "A"

STATE: COLORADO
COUNTY: Adams
PROPERTY: Kraft 14-24D

WELLBORE ONLY

LESSOR	LESSEE	LEASE DATE	RECORDED BOOK/PAGE	DESCRIPTION
Fred Wagner, et ux	Hal A. McVey	1-23-70	1584/153	INSOFAR AND ONLY INSOFAR AS THE "D" SAND FORMATION IN AND TO: <u>TOWNSHIP 1 SOUTH, RANGE 64 WEST SECTION 24:</u>
Wilmette L. Kraft, et al J. D. Ford		10-24-70	1647/244	NE/4 NW/4 & E/2 SE/4 NW/4 W/2 NW/4 & W/2 SE/4 NW/4
Edward J. Madigan	F. S. Di Grappa	11-17-70	1647/248	W/2 NW/4 & W/2 SE/4 NW/4

¹ The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the interest assigned or the lands or depths covered.

(INSOFAR, AND ONLY INSOFAR, AS THE LISTED LEASES PERTAIN TO THE WELLBORE OF THE KRAFT 14-24 D)

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF COLORADO

§

ADAMS CO

COUNTY OF ADAMS

§

ROBERT SACK

41.00 DOC FEE: 0.00

BK: 5200 PG: 0050-0057

1/05/98 10:30:38

C0351282

THIS Assignment, Bill of Sale and Conveyance, effective as of 7:00 a.m. CST, the 1st day of October, 1997, is by and between **B. P. HUDDLESTON, TRUSTEE FOR B. P. HUDDLESTON & CO., INC. PENSION AND PROFIT SHARING PLAN**, with its principal office at 1111 Fannin, Suite 1700; Houston, Texas 77002 (hereinafter referred to as "ASSIGNOR"), and **CIMA ENERGY, L.L.C.**, with its principal office at 1111 Fannin, Suite 1490; Houston, Texas 77002 (hereinafter referred to as "ASSIGNEE").

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNORS, are now the owner of the oil, gas and mineral leasehold interests and property described in Exhibit "A" attached hereto, and made a part hereof; and,

THAT, ASSIGNORS, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNORS' right, title and interest in and to the leasehold acreage described in Exhibit "A", together with all of ASSIGNORS' property and rights incident thereto, and including all rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto, and including pooled or unitized areas, and other interests and lands to which they pertain; and all of ASSIGNORS' undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements, now thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging; and together with all of ASSIGNORS' rights, title and interest in and to the mineral interests and overriding royalty interest, if any, attributable to the property described in Exhibit "A".

TO HAVE AND TO HOLD the interests assigned hereby unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

To the extent required to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Except for the covenants contained in the immediately preceding paragraph, this Assignment, Bill of Sale and Conveyance is made and accepted without covenant, warranty or representation of any kind, express, implied or statutory, and without recourse against ASSIGNORS, and any covenants implied by statute or law by the words "transfer, grant,

bargain, sell and convey” or any of them, or any other words in this instrument, are hereby expressly disclaimed, waived, and negated.

ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY IMPLIED OR EXPRESS WARRANTY FOR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. This Assignment is made with full substitution and subrogation in and to any and all rights or actions or warranty which ASSIGNORS may now or hereinafter have or hold.

ASSIGNORS’ interest in the leases and the lands are benefited and burdened by rights and obligations existing under certain contracts and agreements (the “Contracts”) including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, gas imbalances, and other related instruments and agreements.

ASSIGNEE shall fully protect, indemnify, and defend ASSIGNORS, its officers, agents and/or employees and hold them harmless from any and all claims, losses damages, demands, suits, caused of action, and liabilities (including attorneys’ fees, costs of litigation and/or investigation and other costs associated therewith) (collectively referred to hereafter as “Claims”) relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property or resource, including Claims for pollution and for environmental damage of any kind, any fines or penalties assessed on account of such damage, caused by, arising out of or connected, directly or indirectly, with the ownership or operation of the oil and gas leases designated on Exhibit “A” or any part thereof, accruing at or after the Effective Date, regardless of cause or of ASSIGNORS’ negligence or fault whether imposed by statute, rule, regulations, or strict liability or ASSIGNORS, its officers, agents and/or employees, or otherwise.

ASSIGNORS shall fully protect, indemnify, and defend ASSIGNEE, its officers, agents and/or employees and hold them harmless from any and all claims, losses, damages, demands, suits, causes of action, and liabilities (including attorneys’ fees, costs of litigation and/or investigation and other costs associated therewith) (collectively referred to hereafter as “Claims”) relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property or resource, including Claims for pollution and for environmental damages of any kind, any fines or penalties assessed on account of such damage, caused by, arising out of or connected, directly or indirectly, with the ownership or operation of the oil and gas leases designated on Exhibit “A” or any part thereof, accruing before the Effective Date, regardless of cause or of ASSIGNEE’S negligence or fault whether imposed by statute, rule, regulation, or strict liability of ASSIGNEE, its officers, agents and/or employees, or otherwise.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNORS’ interest only, to plug and abandon the wells located on said property and leases, environmental and pollution clean up, and to restore any surface location, in compliance with the rules and regulations effective in the Parish and State which the property is located and hereby agrees to indemnify and hold ASSIGNORS harmless from any and all liabilities, cost and expense incurred in such operations.

EXECUTED this 29 day of December, 1997, but effective as of October 1, 1997, the date above first written.

ASSIGNOR:

**B. P. HUDDLESTON, TRUSTEE FOR
B. P. HUDDLESTON & CO., INC.
PENSION AND PROFIT SHARING
PLAN**

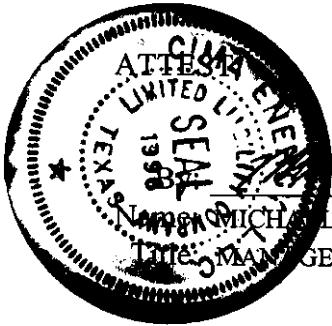
ATTEST:

By: Glenda Doles
Name: GLENDA DOLE
Title: ASSISTANT SECRETARY

By: B. P. Huddleston
**B. P. HUDDLESTON, TRUSTEE FOR
B. P. HUDDLESTON & CO., INC.
PENSION AND PROFIT SHARING
PLAN**

ASSIGNEE:

CIMA ENERGY, L.L.C.,



By: Michael D. Rupe
Name: MICHAEL D. RUPE
Title: MANAGER, SECRETARY

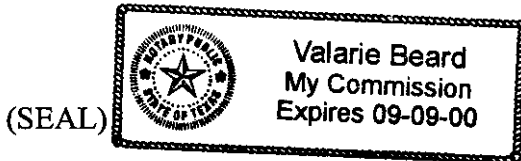
By: Thomas K. Edwards
Name: THOMAS K. EDWARDS
Title: MANAGER, PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **B. P. Huddleston** known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that the same was the act of said **B. P. HUDDLESTON, TRUSTEE FOR B. P. HUDDLESTON & CO., INC. PENSION AND PROFIT SHARING PLAN** and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given, under my hand and seal of office this 29 day of December, 1997.



Valarie Beard

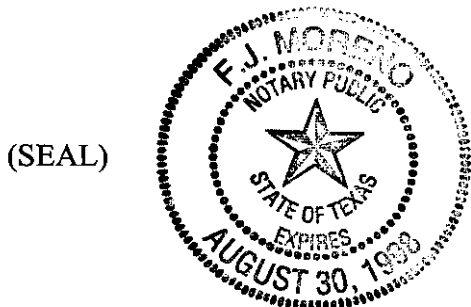
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Thomas K. Edwards**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said **CIMA ENERGY, L.L.C.**, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given, under my hand and seal of office this 29th day of December, 1997.



F. J. Moreno

Notary Public in and for the State of Texas

EXHIBIT "A"

COLLINS 14-20

SEC. 20-1S-65W
ADAMS COUNTY, COLORADO

Exhibit "A"

STATE: COLORADO
 COUNTY: Adams
 PROPERTY¹: Kraft 12-24J, SW/4 NW/4 Section 24-1S-65W

LESSOR	LESSEE	LEASE DATE	RECORDED BOOK/PAGE	DESCRIPTION
Fred Wagner, et ux	Hal A. McVey	1-23-70	1584/153	INSOFAR AND ONLY INSOFAR AS THE "D" SAND FORMATION IN AND TO: TOWNSHIP 1 SOUTH, RANGE 64 WEST SECTION 24:
Wilmette L. Kraft, et al J. D. Ford		10-24-70	1647/244	NE/4 NW/4 & E/2 SE/4 NW/4
Edward J. Madigan	F. S. Di Grappa	11-17-70	1647/248	W/2 NW/4 & W/2 SE/4 NW/4

¹ The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the interest assigned or the lands or depths covered.

STATE: COLORADO

COUNTY: Adams

PROPERTY: Kraft 14-24D

WELLBORE ONLY

LESSOR	LESSEE	LEASE DATE	RECORDED BOOK/PAGE	DESCRIPTION
Fred Wagner, et ux	Hal A. McVey	1-23-70	1584/153	INSOFAR AND ONLY INSOFAR AS THE "D" SAND FORMATION IN AND TO: <u>TOWNSHIP 1 SOUTH, RANGE 64 WEST SECTION 24:</u>
Wilmette L. Kraft, et al J. D. Ford		10-24-70	1647/244	NE/4 NW/4 & E/2 SE/4 NW/4
Edward J. Madigan	F. S. Di Grappa	11-17-70	1647/248	W/2 NW/4 & W/2 SE/4 NW/4

¹ The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the interest assigned or the lands or depths covered.

(INSOFAR, AND ONLY INSOFAR, AS THE LISTED LEASES PERTAIN TO THE WELLBORE OF THE KRAFT 14-24 D)

EXHIBIT "A"

WAGNER 14-13

SEC. 13-1S-65W
ADAMS COUNTY, COLORADO

Mid-Continent Association Form
ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, J. R. Holcomb and Judith A. Holcomb hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto V. H. Simmons, Jr. (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated October 25, 1956, from Arthur S. Collins, 1502 Magine Street, Vallejo, California, lessor to J. R. Holcomb, lessee recorded in book Adams, page insofar as said lease covers the following described land in Adams County, State of Colorado:

Township 1 South, Range 65 West
Section 20: SW 1/4

of Section Township Range and containing 160 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED, This 18th day of December, 1956

J. R. Holcomb
Judith A. Holcomb

COLORADO INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO, } ss.
City and County of Denver

The foregoing instrument was acknowledged before me this 18th day of December, 1956, by J. R. Holcomb and Judith A. Holcomb

WITNESS my hand and official seal.

My commission expires May 12, 1959

A. D. Anderson Jr. Notary Public.

ACKNOWLEDGMENT FOR COLORADO CORPORATION

STATE OF COLORADO, } ss.
County of

The within and foregoing instrument was acknowledged before me this day of 19, by the President and the Secretary of

WITNESS my hand and official seal.

My commission expires

Notary Public.

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, J.R. Holcomb and Judith A. Holcomb hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

V. H. Simmons, Jr.
(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated November 5, 1956, from Paul L. Collins, 2755 West Alameda, Denver, Colorado

lessor
to J. R. Holcomb, lessee
recorded in book _____, page _____ insofar as said lease covers the following described land in Adams County, State of Colorado:

Township 1 South, Range 65 West
Section 20: SW 1/4

of Section _____ Township _____ Range _____ and containing 160 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED, This 18th day of December, 1956

J.R. Holcomb
Judith A. Holcomb

COLORADO INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO, } ss.
City and County of Denver

The foregoing instrument was acknowledged before me this 18th day of December 1956, by J.R. Holcomb and Judith A. Holcomb

WITNESS my hand and official seal.

My commission expires June 27, 1960 Dorothy J. Burkha

Notary Public.

ACKNOWLEDGMENT FOR COLORADO CORPORATION

STATE OF COLORADO, } ss.
County of _____

The within and foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ the _____ President and _____ the Secretary of _____

WITNESS my hand and official seal.

My commission expires _____

Notary Public.



WE MAKE CLEAN ENERGY HAPPEN®

Project Name: Conner & Wakeman

Tract No. 0006.000

Parcel No. 0156720300006, 0156720300005

Title Summary

Legal Description: SECT, TWN, RNG: 20-1-65 DESC AS CONS THE N LN OF THE SW4 OF SECT 20 TO BR N 89D 53M 08S E COMM AT THE CEN QTR COR OF SD SECT 20 TH S 01D 15M 40S E A DIST OF 749/70 FT TO THE SW COR OF THAT PARC OF LAND DESC IN BK3864 PG179 TH S 89D 53M 37S W A DIST OF 1652/18 FT TH N 01D 12M 41S W A DIST OF 450/00 FT TH S 89D 53M 37S W A DIST OF 960/00 FT TO THE E ROW LN OF HARVEST RD TH N 01D 12M 41S W A DIST OF 299/33 FT TH N 89D 53M 08S E A DIST OF 2611/52 FT TO THE POB 35/02A & SECT, TWN, RNG: 20-1-65 A PARC LOCATED IN THE SW4 OF SECT 20 DESC AS CONS THE N LN OF THE SW4 OF SD SECT 20 BRS N 89D 53M 08S E BEG AT THE CEN QTR COR TH S 01D 15M 40S E A DIST OF 584/62 FT THE S 89D 53M 08S W A DIST OF 2611/52 FT TO THE E ROW LN OF HARVEST RD TH N 01D 12M 41S W A DIST OF 584/61 FT TO THE N 89D 53M 08S E A DIST OF 2611/01 FT TO THE TRUE POB 35/04A ALL IN THE 6TH PM OF ADAMS COUNTY, COLORADO.

Real Estate Taxes Currently Assessed To: Estate of Laverne Frances Flitner

Record Fee Owner: Estate of Laverne Frances Flitner
c/o Debra Lea Chumley
14250 Harvest Mile Road
Brighton, CO. 80603-6620

16695 Magnolia Street
Brighton, CO. 80602

Real Estate Taxes Due: 2023: \$0.00 Date 2025 Taxes Due: December 31, 2025
2024: Paid in Full

Vesting Deed(s)

Grantor	Grantee	Type of Instrument	Date/ Effec.Date	Reception # Bk/Pg.
Debra Lea Chumley, personal knowledge Harvey D. Flitner & LaVerne F. Flitner	Public	Supplemental Affidavit	10/31/2025	2025000065634
Debra Lea Chumley as Personal Representative of the Estate of LaVerne F. Flitner	The Estate of LaVerne F. Flitner c/o Debra Lea Chumley	Personal Representative Deed (Testate Estate)	06/22/2023	2023000042583

Debra Lea Chumley as Personal Representative of the Estate of LaVerne F. Flitner	The Estate of LaVerne F. Flitner c/o Debra Lea Chumley	Personal Representative Deed (Testate Estate)	06/22/2023	2023000042582
District Court in the Matter of the Estate of Laverne Frances Flitner (Deceased)	Debra Lea Chumley, appointed Registrar of the Estate of Laverne Frances Flitner aka Laverne Flitner	District Court – Letters Testamentary Personal Representative	11/08/2021	2023000060613
District Court, Adams County, Colorado	Laverne Frances Flitner (Deceased)	Probate No. 2021PR329	11/08/2021	2021PR329
State of Colorado	Harvey D. Flitner	Death Certificate	01/12/2005	2005000227470
Harvey D. Flitner, LaVerne F. Flitner	Harvey D. Flitner, LaVerne F. Flitner	Quit Claim Deed	01/12/1999	1999030491366
Alice F. Collins	Harvey D. Flitner, LaVerne F. Flitner	Special Warranty Deed	08/07/1991	1992021046849
Paul Lawrence Collins, Paul L. Collins	Harvey D. Flitner, LaVerne Flitner	Warranty Deed	12/26/1986	1987020709598
Paul Lawrence Collins, Arthur Stevens Collins	Harvey D. Flitner, LaVerne F. Flitner	Warranty Deed	07/15/1962	1962000668203

Out Sales (Less & Excepts)

Grantor	Grantee	Type of Instrument	Date/ Effec.Date	Reception # Bk/Pg.
Debra Lea Chumley, Personal Representative of the Estate of Laverne Frances Flitner aka Laverne F. Flitner	Jose Luis Casas Sanchez	Personal Representative Deed (Testate) Reservation of Oil & Gas	10/31/2025	2025000064871

Oil, Gas & Mineral Leases, Assignments and Extensions

Lessor/Assignor	Lessee/Assignee	Type of Instrument	Date/ Effec.Date	Reception # Bk/Pg.
The Estate of LaVerne F. Flitner & Personal Representative, Debra Lea Chumley	POCO Holdco LLC	Oil & Gas Lease	09/08/2023	2023000053890

Deeds of Trust, Liens, and Releases

Grantor	Grantee	Type of Instrument	Date/ Effec. Date	Reception # Bk/Pg.
N/A	N/A	N/A	N/A	N/A

Existing Easements and Rights of Ways

Grantor	Grantee	Type of Instrument	Date/ Effec. Date	Reception # Bk/Pg.
The Estate of LaVerne F. Flitner & Personal Representative, Debra Lea Chumley	Public	Flitner Exemption from Subdivision Plat	07/28/2023	2023000043022

Tenant Leases

Lessor	Lessee	Term	Date/ Effec. Date	Reception # Bk/Pg.
N/A	N/A	N/A	N/A	N/A

District Court Judgments (10 year search)

Plaintiff	Defendant	Type of Judgment	Date	Case Number
N/A	N/A	N/A	N/A	N/A

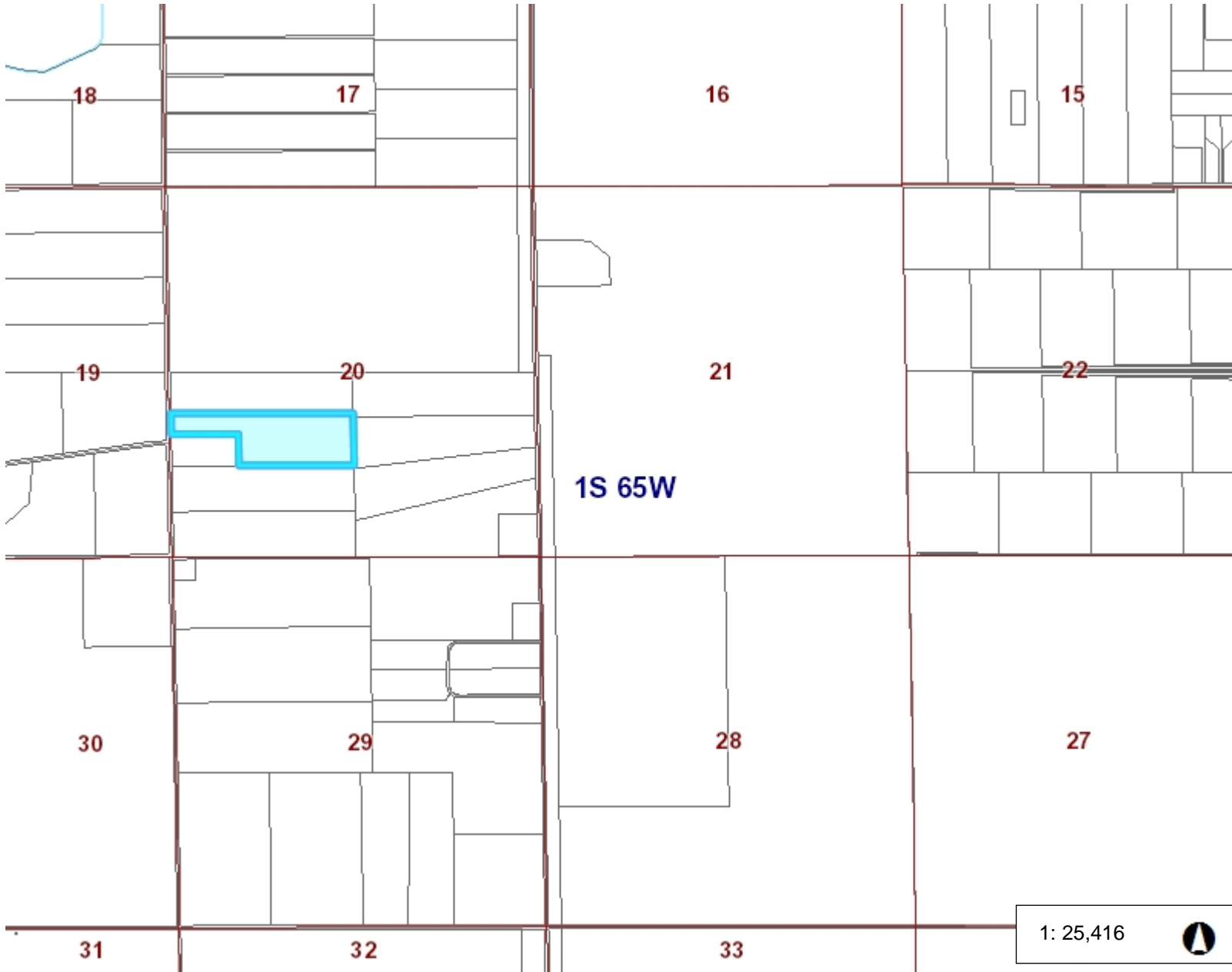
The preceding information represents a careful search of the records of Adams County, Colorado from 07/14/1962 – 11/18/2025.

Abstractor is not responsible for omissions or errors made by those offices in the recording of documentation of any information pertinent to the examination.

Signed: *Joseph Pierce*
Printed Name: Joseph M. Pierce
Date: 11/18/2025

LANDMAN STATEMENT:

WHEN PULLING TITLE; I DID NOT INCLUDE ANYTHING TO DO WITH MORTGAGES, LIENS, OR RELEASES WHERE IT RELATES TO MINERALS. ONLINE RECORDERS WERE OBTAINED VIA THE ADAMS COUNTY, COLORADO CLERK & RECORDER SITE.



Legend

- Township
- Section
- Lake
- Lake
- River
- Parks and Open Space
- Highways (< 20,000)
 - Interstate
 - Highway
 - Tollway
- Parcels
- County Boundary
- City
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster

1: 25,416

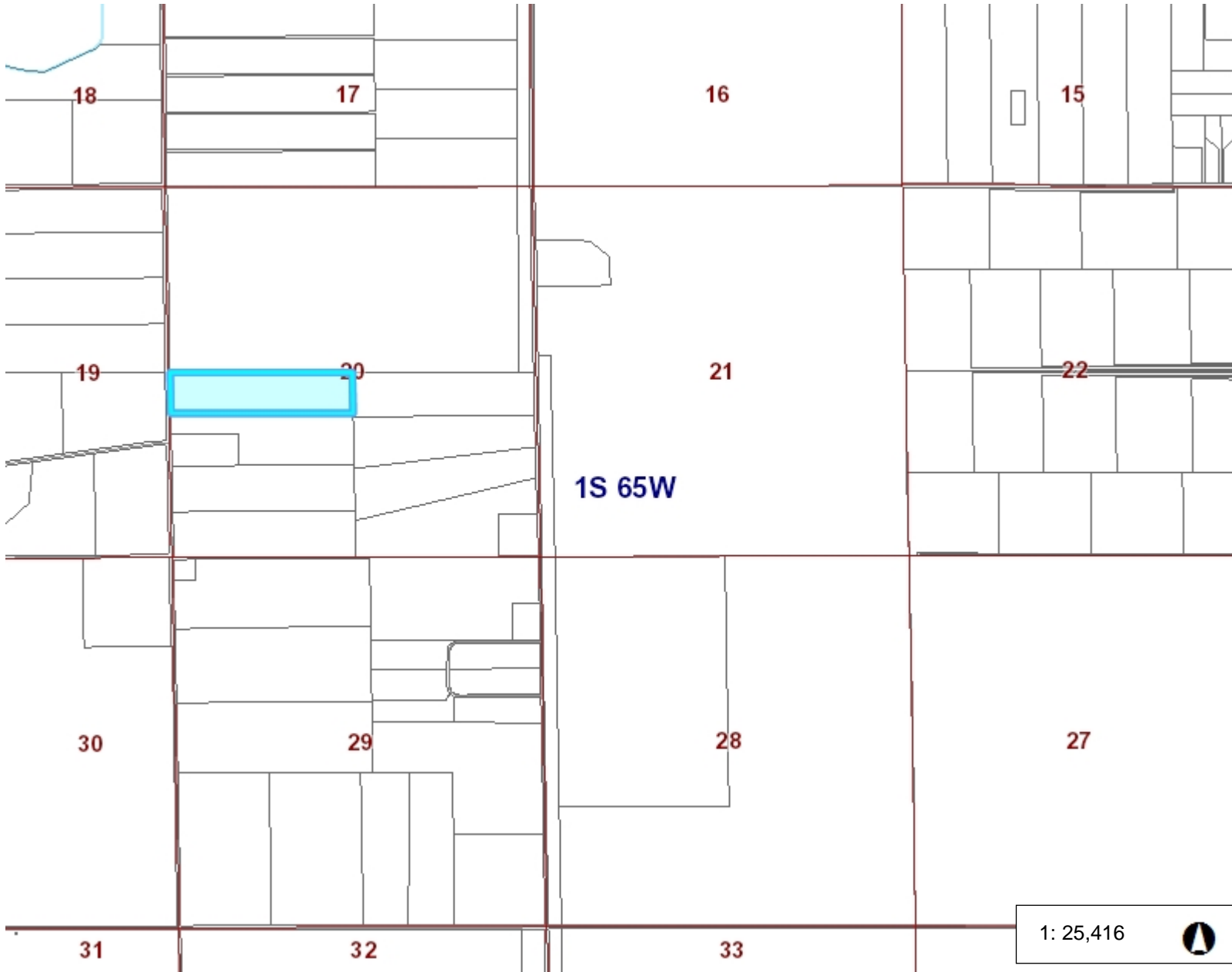


0.8 0 0.40 0.8 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

La Verne F. Flitner



Legend

- Township
- Section
- Lake
- Lake
- River
- Parks and Open Space
- Highways (< 20,000)
 - Interstate
 - Highway
 - Tollway
- Parcels
- County Boundary
- City
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster

1: 25,416



0.8 0 0.40 0.8 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

La Verne F. Flitner



Property Report

Parcel Number: 0156720300005

Account Type: Agricultural

Ownership Information	Property Address
FLITNER LA VERNNE F 14250 HARVEST MILE RD BRIGHTON CO 80603	14330 HARVEST RD

Account Summary

Legal Description

SECT, TWN, RNG: 20-1-65 A PARC LOCATED IN THE SW4 OF SECT 20 DESC AS CONS THE N LN OF THE SW4 OF SD SECT 20 BRS N 89D 53M 08S E BEG AT THE CEN QTR COR TH S 01D 15M 40S E A DIST OF 584/62 FT THE S 89D 53M 08S W A DIST OF 2611/52 FT TO THE E ROW LN OF HARVEST RD TH N 01D 12M 41S W A DIST OF 584/61 FT TO THE N 89D 53M 08S E A DIST OF 2611/01 FT TO THE TRUE POB 35/04A

Subdivision Plat

N/A

Account Summary

Account Numbers	Date Added	Tax District	Local Gov Mill Levy	School Mill Levy
R0219448	08/17/2023	290	48.404	56.644

Permits

Permit Cases

N/A

Sales Summary

Sales Summary

Sale Date	Sale Price	Deed Type	Reception Number	Book	Page	Grantor	Grantee	Doc. Fee	Doc. Date
10/26/2023	\$0	OTH	2023000060613			FLITNER LAVERNE FRANCES	FLITNER LAVERNE FRANCES	\$0	10/26/2023

For more information, go to the [Clerk and Recorder's search page](#).

Valuation Summary

Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Local Gov Assessed Value	School Assessed Value
R0219448	Agricultural	Acres	35.0400	GREATER BRIGHTON FIRE PROTECTION DISTRICT 6	School District 27J-Brighton	V	\$5,364.00	\$1,450.00	\$1,448.00
Land Subtotal:							\$5,364.00	\$1,450.00	\$1,448.00

Improvements Valuation Summary

Account Number	Actual Value	Local Gov Assessed Value	School Assessed Value
R0219448	0	0	0
Improvements Subtotal:	0	0	0

Total Property Value

	Actual Value	Local Gov Assessed Value	School Assessed Value
Total Property Value:	\$5,364.00	\$1,450.00	\$1,448.00

Building Summary

Individual built-as details for 0 building(s).
NO BUILDING RECORDS FOUND

Tax Summary

For more information, go to the [Treasurer's search page](#).

Enterprise Zone Summary

Property within Enterprise Zone

False

Precincts and Legislative Representatives Summary

Precinct

226

Commissioner Representative

Commissioner District	Link to Representative
5	Commissioner Representative Website

State House Representative

House District	Link to Representative
48	State House Representative Website

State Senate Representative

Senate District	Link to Representative
21	State Senate Representative Website

US Congress Representative

Congressional District	Link to Representative
8	US Congress Representative Website

Zoning Summary

Zoning Summary

Zoning Authority	Zoning
Adams County	A-3

Note: Data is updated daily. Above data was updated as of: 11/14/25

Legal Disclaimer:

Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data

Adams County Government Center • [4430 South Adams County Parkway](#) • [Brighton, Colorado 80601](#) • Ph: [303.659.2120](#) | [800.824.7842](#)

[Back to top](#)



Property Report

Parcel Number: 0156720300006

Account Type: Agricultural

Ownership Information	Property Address
FLITNER LA VERNNE F 14250 HARVEST MILE RD BRIGHTON CO 80603	14310 HARVEST RD

Account Summary

Legal Description

SECT, TWN, RNG: 20-1-65 DESC AS CONS THE N LN OF THE SW4 OF SECT 20 TO BR N 89D 53M 08S E COMM AT THE CEN QTR COR OF SD SECT 20 TH S 01D 15M 40S E A DIST OF 749/70 FT TO THE SW COR OF THAT PARC OF LAND DESC IN BK3864 PG179 TH S 89D 53M 37S W A DIST OF 1652/18 FT TH N 01D 12M 41S W A DIST OF 450/00 FT TH S 89D 53M 37S W A DIST OF 960/00 FT TO THE E ROW LN OF HARVEST RD TH N 01D 12M 41S W A DIST OF 299/33 FT TH N 89D 53M 08S E A DIST OF 2611/52 FT TO THE POB 35/02A

Subdivision Plat

N/A

Account Summary

Account Numbers	Date Added	Tax District	Local Gov Mill Levy	School Mill Levy
R0219449	08/17/2023	290	48.404	56.644

Permits

Permit Cases

N/A

Sales Summary

Sales Summary

Sale Date	Sale Price	Deed Type	Reception Number	Book	Page	Grantor	Grantee	Doc. Fee	Doc. Date
10/26/2023	\$0	OTH	2023000060613			FLITNER LAVERNE FRANCES	FLITNER LAVERNE FRANCES	\$0	10/26/2023

For more information, go to the [Clerk and Recorder's search page](#).

Valuation Summary

Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Local Gov Assessed Value	School Assessed Value
R0219449	Agricultural	Acres	35.0200	GREATER BRIGHTON FIRE PROTECTION DISTRICT 6	School District 27J-Brighton	V	\$5,267.00	\$1,420.00	\$1,422.00
Land Subtotal:							\$5,267.00	\$1,420.00	\$1,422.00

Improvements Valuation Summary

Account Number	Actual Value	Local Gov Assessed Value	School Assessed Value
R0219449	0	0	0
Improvements Subtotal:	0	0	0

Total Property Value

	Actual Value	Local Gov Assessed Value	School Assessed Value
Total Property Value:	\$5,267.00	\$1,420.00	\$1,422.00

Building Summary

Individual built-as details for 0 building(s).
NO BUILDING RECORDS FOUND

Tax Summary

For more information, go to the [Treasurer's search page](#).

Enterprise Zone Summary

Property within Enterprise Zone

False

Precincts and Legislative Representatives Summary

Precinct

226

Commissioner Representative

Commissioner District	Link to Representative
5	Commissioner Representative Website

State House Representative

House District	Link to Representative
48	State House Representative Website

State Senate Representative

Senate District	Link to Representative
21	State Senate Representative Website

US Congress Representative

Congressional District	Link to Representative
8	US Congress Representative Website

Zoning Summary

Zoning Summary

Zoning Authority	Zoning
Adams County	A-3

Note: Data is updated daily. Above data was updated as of: 11/14/25

Legal Disclaimer:

Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data

Adams County Government Center • [4430 South Adams County Parkway](#) • [Brighton, Colorado 80601](#) • Ph: [303.659.2120](#) | [800.824.7842](#)

[Back to top ↑](#)

PERSONAL REPRESENTATIVE'S DEED
(TESTATE ESTATE)

THIS DEED is made by **DEBRA LEA CHUMLEY** as Personal Representative of the Estate of LaVernne F. Flitner, deceased, Grantor, to **THE ESTATE OF LaVERNNE F. FLITNER**, Grantee, whose address is 16695 Magnolia Street, Brighton, Colorado 80602.

WHEREAS, Grantor was duly appointed Personal Representative of the above-named decedent's estate on November 8, 2021, by the Denver Probate Court, State of Colorado, Case No. 2021PR329, pursuant to Section 15-12-701, *et seq.* C.R.S.

WHEREAS, Grantor is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee for and in consideration of Ten and No/100ths Dollars (\$10.00), all of Grantor's interest in the following described real property situated in the County of Adams, State of Colorado:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 TO BEAR NORTH 89°53'08" EAST, BEING MONUMENTED ON EACH END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25937, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 20; THENCE SOUTH 01°15'40" EAST, COINCIDENT WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 584.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°15'40" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 749.70 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED FEBRUARY 7, 1992 IN BOOK 3864 AT PAGE 179 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLROADO; THENCE SOUTH 89°53'37" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 1652.18 FEET; THENCE NORTH 01°12'41" WEST, A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°53'37" WEST, A DISTANCE OF 960.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF HARVEST ROAD; THENCE NORTH 01°12'41" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 299.33 FEET; THENCE SOUTH 89°53'08" WEST, A DISTANCE OF 2611.52 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 35.02 ACRES, MORE OR LESS

As is used herein, the singular includes the plural and the masculine gender the feminine and neuter genders as the context may require.

Executed to be effective June 22, 2023.

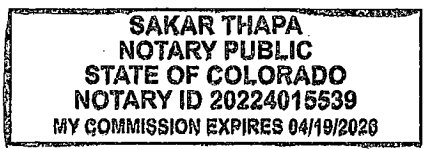
Debra Lea Chumley
Debra Lea Chumley, Personal
Representative of the Estate of LaVerne F.
Flitner, Deceased

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me July 26th of, 2023, by
Debra Lea Chumley, Personal Representative of the Estate of LaVerne F. Flitner, Deceased.

Witness my hand and official seal.

[Signature]
Notary Public



**PERSONAL REPRESENTATIVE'S DEED
(TESTATE ESTATE)**

THIS DEED is made by **DEBRA LEA CHUMLEY** as Personal Representative of the Estate of LaVernne F. Flitner, deceased, Grantor, to **THE ESTATE OF LaVERNNE F. FLITNER**, Grantee, whose address is 16695 Magnolia Street, Brighton, Colorado 80602.

WHEREAS, Grantor was duly appointed Personal Representative of the above-named decedent's estate on November 8, 2021, by the Denver Probate Court, State of Colorado, Case No. 2021PR329, pursuant to Section 15-12-701, *et seq.* C.R.S.

WHEREAS, Grantor is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee for and in consideration of Ten and No/100ths Dollars (\$10.00), all of Grantor's interest in the following described real property situated in the County of Adams, State of Colorado:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 TO BEAR NORTH 89°53'08" EAST, BEING MONUMENTED ON EACH END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25937, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 20; THENCE SOUTH 01°15'40" EAST, COINCIDENT WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 584.62 FEET; THENCE SOUTH 89°53'08" WEST, A DISTANCE OF 2611.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF HARVEST ROAD; THENCE NORTH 01°12'41" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 584.61 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89°53'08" EAST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 2611.01 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 35.04 ACRES, MORE OR LESS

As is used herein, the singular includes the plural and the masculine gender the feminine and neuter genders as the context may require.

District Court, Adams County, State of Colorado Court Address: Adams County Justice Center 1100 Judicial Center Drive Brighton, CO 80601 Phone Number: 303-654-3227 / 303-654-3562	DATE FILED: November 8, 2021 10:36 AM ▲ COURT USE ONLY ▲
In the Matter of the Estate of: LAVERNNE FRANCES FLITNER, Deceased	Case Number: 2021 PR 329 Division: PR
LETTERS <input checked="" type="checkbox"/> TESTAMENTARY <input type="checkbox"/> OF ADMINISTRATION	

Debra Lea Chumley was appointed or qualified by this court or its registrar on November 8, 2021 as:

- Personal Representative; or
 Successor Personal Representative.

The decedent died on September 13, 2021.

These Letters are proof of the Personal Representative's authority to act pursuant to § 15-12-701, et.seq., C.R.S.

- The Personal Representative's authority is unrestricted; or
 The Personal Representative's authority is restricted as follows:



Jessica Spitzer

Date: November 8, 2021

Probate Registrar

CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of

November 8, 2021 (date).

Jessica Spitzer

Probate Registrar/(Deputy)Clerk of Court

CERTIFICATION OF VITAL RECORD



20050307000227470 Adams Co 1/1
03/07/2005 02:50:39PM \$.00
Carol Snyder.Clerk \$6.00

STATE OF COLORADO

HOLD TO LIGHT TO VIEW WATERMARK
STATE OF COLORADO
CERTIFICATE OF DEATH

STATE FILE NUMBER

Return to:
Fred Steele

3 N. Main
Street
Brighton,
Colorado
80601

DECEDENT

FATHER

REGISTRAR

PHYSICIAN

CORONER

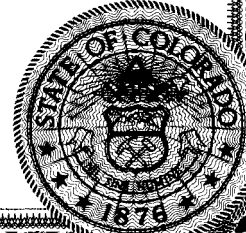
CAUSE OF DEATH

1. DECEDENT'S NAME (First, Middle, Last) Harvey D. FLITNER				2. SEX Male		3. DATE OF DEATH (Month, Day, Year) January 9, 2005	
4. SOCIAL SECURITY NUMBER [REDACTED]		5a. AGE - Last Birthday (Years) 71	5b. UNDER 1 YEAR Mos. Days Hrs. Mins.	5c. UNDER 1 DAY Mos. Days Hrs. Mins.		6. DATE OF BIRTH (Month, Day, Year) January 16, 1933	7. BIRTHPLACE (City and State or Foreign Country) Denver, CO
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9a. PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)					
9b. FACILITY NAME (If not institution, give street and number) Specialized Complex Care Hospital				9c. CITY, TOWN, OR LOCATION OF DEATH Aurora		9d. COUNTY OF DEATH Arapahoe	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Machine Operator		10b. KIND OF BUSINESS/INDUSTRY Gravel Wash Plant		11. MARITAL STATUS Married, Never Married, Widowed, Divorced (Specify) Married		12. SPOUSE (If wife, give maiden name) LaVerne Godel	
13a. RESIDENCE - STATE CO		13b. COUNTY Adams		13c. CITY, TOWN OR LOCATION Brighton		13d. STREET AND NUMBER 14250 Harvest Mile Road	
13e. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13f. ZIP CODE 80601	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		15. RACE - American Indian, Black, White, etc. (Specify) White		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or secondary 0 through 12) College (13 through 16 or 17+) 13	
17. FATHER-NAME (First, Middle, Last) Mardenborough Flitner			18. MOTHER-NAME (First, Middle, Last (Maiden)) Nellie T. Murray		19. INFORMANT-NAME and relationship to decedent. LaVerne Flitner - Wife		
20a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) The Phoenix Company		20c. LOCATION - City, Town, State Brighton, CO			
21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH <i>[Signature]</i>				21b. NAME AND ADDRESS OF FACILITY: Tabor-Rice Funeral Home 75 South 13th Ave. Brighton, CO ZIP 80601			
22a. REGISTRAR'S SIGNATURE <i>[Signature]</i> Kellison Batella Deputy				22b. DATE FILED (Month, Day, Year) JAN 12 2005			
23. TIME OF DEATH 3:49 PM		24. DATE PRONOUNCED DEAD Month January Day 9 Year 2005		25. WAS CORONER NOTIFIED? (Yes or No) No			
TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN				TO BE COMPLETED BY CORONER			
26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature J. Batuello MD				27. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature [Signature]			
28. DATE SIGNED (Month, Day, Year) 1/12/05				29. DATE SIGNED (Month, Day, Year)			
30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print) J. BATAUELLO MD 1400 S. Potomac #110 Aurora, CO ZIP: 80012							
31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print)							
32. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide		33a. DATE OF INJURY (Month, Day, Year)	33b. TIME OF INJURY M	33c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	33d. DESCRIBE HOW INJURY OCCURRED		
		33e. PLACE OF INJURY - At home, farm, street, factory office building, etc. (Specify)		33f. LOCATION (Street and Number or Rural Route Number, City, County, State)			
34. IMMEDIATE CAUSE [ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), (c).] Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest						Interval between onset and death	
CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST (c) Exsanguination GI bleed Esophagectomy						Interval between onset and death unknown unknown unknown	
PART II OTHER SIGNIFICANT conditions contributing to death but not related to cause in PART I (e.g., alcohol abuse, obesity, smoker). Esophageal cancer, respiratory failure. Atrial fibrillation.				35. AUTOPSY (Yes or No) No		36. IF YES were findings considered in determining cause of death?	

ADRS-16 1-89 (Rev. 1-91)
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD WHICH IS IN MY CUSTODY.

DATE ISSUED **JAN 12 2005** *Ronald S Hyman*
RONALD S. HYMAN
STATE REGISTRAR

Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if any person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.



THIS DEED, Made this 7th day of August, 1991,
between ALICE F. COLLINS, a single person,

FILING STAMP
BOOK 3864 PG 179
01046849

of the County of Adams and State of Colorado, of the first part, and HARVEY D. FLITNER and LA VERNNE F. FLITNER, residing at 14250 Harvest Mile Road, Brighton, Colorado 80601,

of the County of Adams and State of Colorado, of the second part:
WITNESSETH, That the said part y of the first part, for and in consideration of the sum of
-----TWENTY-NINE THOUSAND, FIVE HUNDRED-----

DOLLARS,
to the said part y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcels of land, situate, lying and being in the County of Adams and State of Colorado, to wit:

(See attached Legal Descriptions)

State Documentary Fee
Date FEB 7 1992

\$ 2.95

Together with all and singular the hereditaments and appurtenances, therunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said part y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; To Have and To Hold the said premises above bargained and described, with the appurtenances, unto HARVEY D. FLITNER and LA VERNNE F. FLITNER, the said parties of the second part, their heirs and assigns forever,

And the said ALICE F. COLLINS, part y of the first part, for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said part y of the first part to Warrant and Forever Defend.

IN WITNESS WHEREOF, the said part y of the first part has herunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Alice F. Collins

Alice F. Collins [SEAL]

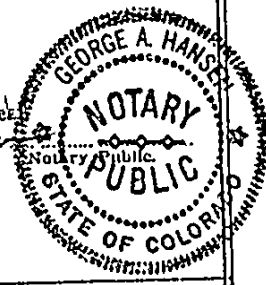
_____ [SEAL]

_____ [SEAL]

STATE OF COLORADO, } ss.
County of Adams

The foregoing instrument was acknowledged before me this 7th day of August 1991, by Alice F. Collins, a single person.
My commission expires May 19, 1992. Witness my hand and official seal.

George A. Hansel



*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Rev. 118-6-1, Colorado Revised Statutes, 1988.
No. 516. SPECIAL WARRANT (DEED) TO JOINT TENANTS.—Bradford Publishing Co., 1624-46 Elbert Street, Denver, Colorado—2-73

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

Handwritten initials

LEGAL DESCRIPTIONS

Parcel No. 1:

An undivided one-half interest in and to that part of the Southwest one-quarter of Section 20, Township 1 South, Range 65 West of the 6th Principal Meridian, Adams County, Colorado, described as follows:

Commencing at the Northwest corner of the Southwest one-quarter of said Section 20, Township 1 South, Range 65 West, thence South along the West line of said Section 20, a distance of 1334.24 feet; thence East parallel with the South Line of said Section 20, a distance of 2640.00 feet more or less to the center line of said Section 20; thence North along the center line of said Section 20 a distance of 1334.24 feet to the North line of the Southwest one-quarter of said Section 20; thence West along the North line of the Southwest one-quarter of said Section 20 a distance of 2638.67 feet to the Northwest corner of said Section 20, Township 1 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, including all rights of the party of the first part in and to the water well located thereon: EXCEPT the West 30 feet thereof for County Road Right-of-way; and EXCEPT that part of the Southwest one-quarter of Section 20, Township 1 South, Range 65 West, County of Adams, State of Colorado, described as beginning at the Northwest corner of the Southwest one-quarter of said Section 20; thence South along the West line of said Southwest one-quarter a distance of 901.29 feet to the TRUE POINT OF BEGINNING; thence East at right angles a distance of 238.71 feet; thence South at right angles a distance of 208.71 feet; thence West at right angles a distance of 238.71 feet to the West line of said Southwest one-quarter; thence North 208.71 feet along said West line to the TRUE POINT OF BEGINNING; and subject to any and all reservations of record as to oil, gas and other minerals, and oil and gas leases of record, which shall remain as presently reserved, including the interest therein of record of the party of the first part.

Parcel No. 2:

An undivided one-third interest in and to that portion of the Northwest one-quarter of Section 14, Township 1 South, Range 66 West of the 6th Principal Meridian, lying Northwesterly of the CB&Q Railroad right-of-way and more particularly described as: Beginning at the Northwest corner of the Northwest one-quarter of said Section 14, thence S00°35'53"W along the West line of said Northwest one-quarter a distance of 663.10 feet to the Southwesterly corner of a parcel of land described in Book 3470, Page 232, Adams County Records, said corner being the TRUE POINT OF BEGINNING, thence N62°30'50"E along the southerly right-of-way line of Interstate 76 and along the Southerly line of said parcel of land a distance of 591.35 feet, thence N41°48'44"E along the southerly right-of-way line of Interstate 76 and along the southerly line of said parcel of land a distance of 346.27 feet, thence N84°21'14"E along the Southerly right-of-way line of Interstate 76 and along the southerly line of said parcel of land a distance of 603.12 feet to a point 60.00 feet South of the North Line of the Northwest one-quarter of said Section 14, thence S89°27'52"E parallel with said North line and along the southerly line of said parcel described in Book 3470, Page 232 a distance of 194.54 feet to a point on the westerly right-of-way line of the Burlington Northern Railroad, thence S49°53'44"W along said right-of-way line a distance of 2036.60 feet to a point on the West line of the Northwest one-quarter of said Section 14, thence N00°35'53"E along said west line a distance of 723.45 feet to the TRUE POINT OF BEGINNING. The basis for bearings: The west Line of the Northwest one-quarter of Section 14, Township 1 South, Range 66 West is assumed to be N00°35'53"E.

M.D.A.

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder.

6-7-0-9-5-9-8

960
450

709598

BOOK 3259 PAGE 920

WILLIAM SCKO,
COUNTY RECORDER,
ADAMS COUNTY, COLO

JAN 13 9 35 AM '87

WARRANTY DEED

THIS DEED, Made this 26th. day of December
19 86, between Paul Lawrence Collins and
Paul L. Collins

of the _____ *County of _____ and
State of ~~Georgia~~, grantor, and
California

Harvey D. Flitner and La Verne F. Flitner

whose legal address is Route 1, Box 277, Brighton, Colorado

of the _____ County of Adams and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of
Forty-five Thousand (\$45,000.00)-----DOLLARS,
the receipt and 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 grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy,
all the real property, together with improvements, if any, situate, lying and being in the _____ County of
Adams and State of Colorado, described as follows:

See Exhibit A, Legal Description Exhibit, which is incorporated
into this deed by this reference.

State Documentary Fee
Date 1-13-87
\$ 450

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the
reversion and reversions, remainder and remainders, 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.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs
and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and
with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises
above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full
power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear
from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature
soever, except real property taxes for 1986 and subsequent years; and except
easements, rights of way, reservations, restrictions, leases and any other
encumbrances of record; and subject to zoning regulations

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable
possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Paul Lawrence Collins
Paul Lawrence Collins
Paul L. Collins
Paul L. Collins

STATE OF CALIFORNIA
~~COLORADO~~
County of Ventura

} ss.

The foregoing instrument was acknowledged before me this 26th. day of December, 19 86,
by Paul Lawrence Collins and Paul L. Collins

Witness my hand and official seal.
My Commission expires 4/17, 19 87



Michelle L. Henson
Michelle L. Henson, Notary Public

*If in Denver, insert "City and."

2866196

T

1-13 AM
CC

1-3

EXHIBIT A

TO

WARRANTY DEED DATED December 26, 1984GRANTOR: PAUL LAWRENCE COLLINS AND PAUL L. COLLINS
GRANTEES: HARVEY D. FLITNER AND LA VERNNE F. FLITNER

LEGAL DESCRIPTION EXHIBIT

PARCEL 1:

0061

An undivided one-half interest of SW1/4 of Section 20, Township 1 South, Range 65 West of the 6th P.M.;
EXCEPT the Westerly 30 feet thereof, and
EXCEPT the following described parcel:
That part of the SW1/4 of Section 20, Township 1 South, Range 65 West, described as:
BEGINNING at the Northwest corner of the SW1/4 of said Section 20;
thence South along the West line of said SW1/4 a distance of 901.29 feet;
thence East at right angles a distance of 238.71 feet;
thence South at right angles a distance of 208.71 feet;
thence West at right angles a distance of 238.71 feet to the West line of said ~~SE1/4~~; SW1/4 ^{SW1/4}
thence North 208.71 feet along said West line to the TRUE POINT OF BEGINNING.

PARCEL 2:

0049

An undivided one-third interest in a parcel of land in the Northwest Quarter of Section 14, Township 1 South, Range 66 West of the 6th P.M. lying Northwesterly of the CB&Q railroad,
EXCEPT that parcel of land contained in Deed recorded in Book 225 at Page 268, and
EXCEPT that parcel of land contained in Deed recorded in Book 244 at Page 279, and
EXCEPT that parcel of land contained in Deed recorded in Book 445 at Page 522.

This conveyance includes the grantor's interest in the following:

1. All of the grantor's rights and interest in and to that condemnation action between State Department of Highways, Division of Highways, State of Colorado versus Harvey D. Flitner et al, Civil Action No. 85CV1690 in District Court, County of Adams, State of Colorado, including the Seller's rights to the proceeds therefrom.
2. All of the grantor's rights and interest in net income from crops planted in 1986 for harvest in 1987 as determined by existing lease with Green Valley Farms. Grantees agree to assume grantor's liability for expenses attributable to the production of such crops.
3. Grantor's one-half interest in existing water well and water rights, if any, attributable to Parcel No. 1, and Grantor's one-third interest in water rights, if

any, attributable to Parcel No. 2. It is the grantor's intention to convey all of his interest in well rights, water and water rights and attendant structures, if any.

4. All of grantor's interest in any oil, gas or other minerals in, on and under Parcel #2 and any oil, gas or other minerals in, on and under Parcel #1 SUBJECT TO RESERVATION by grantor of the right to receive all income and other revenue from his interest in any oil, gas or other minerals extracted from Parcel #1 during the term of his life and the life of his wife, Ruby Collins.

27

BOOK

998 PAGE 108

Recorded at 8:15 o'clock A.M., JUL 16 1962

Reception No. 668203 FRANK H. CARLSON Recorder.

RECORDER'S STAMP



THIS DEED, Made this Fifth day of July in the year of our Lord one thousand nine hundred and Sixty-two between Paul Lawrence Collins and Arthur Stevens Collins

of the County of Adams and State of Colorado, of the first part, and Harvey D. Flitner and LaVerne F. Flitner

of the County of Adams and State of Colorado, of the second part: WITNESSETH, that the said part of the first part, for and in consideration of the sum of Other good and valuable consideration and TEN AND NO/100 - - DOLLARS,

to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Adams and State of Colorado, to-wit:

That part of the SW 1/4 of Section 20, Township 1 South, Range 65 West, Adams County, Colorado, described as beginning at the Northwest corner of the SW 1/4 of said Section 20; thence South along the West line of said SW 1/4 a distance of 901.29 feet; thence East at right angles a distance of 238.71 feet, thence South at right angles a distance of 208.71 feet; thence West at right angles a distance of 238.71 feet to the West line of said SW 1/4, thence North 208.71 feet along said West line to the true point of beginning. Except the West 30.0 feet thereof reserved for County road. Contains 1.00 acre excluding the West 30.0 feet thereof.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever,

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Paul Lawrence Collins [SEAL]
Paul Lawrence Collins
Arthur Stevens Collins [SEAL]
Arthur Stevens Collins [SEAL]

STATE OF COLORADO, County ADAMS } ss.

The foregoing instrument was acknowledged before me this 13th day of July 1962, by Paul Lawrence Collins and Arthur Stevens Collins

My commission expires June 17, 1963. Witness my hand and official seal.

Notary Public signature and seal.

No. 921. WARRANTY DEED.—To Joint Tenants.—Bradford-Robinson Printing Company, 1824 1/2 Street, Denver, Colorado. *If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Sec. 118-6-1 Colorado Revised Statutes 1963.

FEE PAID: .05 FEE EXCUSED THE REALTY RECORDING ACT, SENATE BILL 222

Best Copies Available

SUPPLEMENTAL AFFIDAVIT

STATE OF Colorado

County of Adams

In the matter of the title to real property in joint tenancy.

Debra Lea Chumley being first duly sworn upon oath, deposes and says that the undersigned affiant is of legal age and has personal knowledge of the fact that Harvey D Flitner is the same person as Harvey D Flitner who is named in the deed recorded on February 7, 1992 at reception number B1046849, in the County of Adams, creating the joint tenancy, on the date of August 7, 1991, and was at the time of death on the date of January 9, 2005, the owner in joint tenancy with La Verne F Flitner of the following described real property situate in the County of Adams and State of Colorado, to wit:

Lot 1, FLITNER EXEMPTION FROM SUBDIVISION, recorded July 28, 2023 as Reception No. 2023000043022, being a part of the Southwest quarter of the Section 20, Township 1 South, Range 65 West of the 6th P.M., County of Adams, State of Colorado.

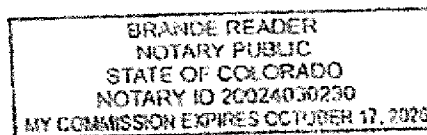
Debra Lea Chumley
Debra Lea Chumley

State of Colorado
County of Adams

The foregoing instrument was subscribed and sworn to before me this 31 day of October, 2025 by Debra Lea Chumley.

Witness my hand and official seal.

Brandee Reader
Notary Public: _____
My commission expires: _____



QUITCLAIM DEED

THIS DEED, made this 12 day of January, 19 99, between Harvey D. Flitner and LaVerne F. Flitner

C0491366
1/12/99 11:45:45
BK: 5611 PG: 0948-0949 0.00
11.00 DOC FEE:
ROBERT SACK
ADAMS CO

of the County of Adams and State of Colorado, grantor, and Harvey D. Flitner and LaVerne F. Flitner

whose legal address is 14250 Harvest Mile Road, Brighton, Colorado 80601

of the County of Adams and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of One dollar and other valuable consideration-----DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns forever, not in tenancy in common but in joint tenancy, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

See Exhibit A attached

also known by street and number as:
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Harvey D. Flitner
LaVerne F. Flitner

STATE OF COLORADO
County of ADAMS

} ss.
12TH day of JANUARY

The foregoing instrument was acknowledged before me this by

Witness my hand and official seal
My commission expires: 4-22-02

Michelle M. Bell
MICHELLE M. BELL
NOTARY PUBLIC
STATE OF COLORADO

*If in Denver, insert "City and".

Harvey D. and LaVerne F. Flitner, 14250 Harvest Mile, Brighton, Co.
Name and Address of Person Creating Newly Created Legal Description (C.R.S.)

EXHIBIT A

LEGAL DESCRIPTION: PARCEL A

THAT PART OF THE SOUTHWEST ONE-QUARTER SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER SAID SOUTHWEST ONE-QUARTER; THENCE N90°00'00"E ALONG THE NORTH LINE SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HARVEST MILE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N90°00'00"E ALONG SAID NORTH LINE A DISTANCE OF 2611.10 FEET TO THE NORTHEAST CORNER SAID SOUTHWEST ONE-QUARTER;

THENCE S01°08'45"E ALONG THE EAST LINE SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 714.79 FEET;

THENCE N90°00'00"W PARALLEL WITH THE NORTH LINE SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.85 FEET TO A POINT ON THE WEST LINE EAST ONE-HALF SOUTHWEST ONE-QUARTER SAID SECTION 20;

THENCE N01°07'20"W ALONG SAID WEST LINE A DISTANCE OF 264.07 FEET;

THENCE N90°00'00"W PARALLEL WITH THE NORTH LINE SOUTHWEST ONE-QUARTER SAID SECTION 20 A DISTANCE OF 1290.73 FEET TO A POINT 30.00 FEET EAST OF THE WEST LINE SAID SOUTHWEST ONE-QUARTER, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF HARVEST MILE ROAD;

THENCE N01°05'55"W PARALLEL WITH SAID WEST LINE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 450.71 FEET TO THE TRUE POINT OF BEGINNING.

Contains 35.02 Acres more or less.

This parcel is subject to County Road rights-of-way.

Basis of Bearings: The North Line said Southwest one-quarter is assumed to bear N90°00'00"E.

Recording \$43.00
Doc Fee \$63.50

PERSONAL REPRESENTATIVE'S DEED (Testate)
(With Reservation of Oil, Gas and Other Mineral Rights)

THIS DEED is made by Debra Lea Chumley, as Personal Representative of the Estate of Laverne Frances Flitner, aka Laverne F. Flitner deceased, Grantor, to Jose Luis Casas Sanchez, Grantee, whose legal address is 14250 Harvest Road, Brighton, CO 80603, located in the County of Adams, State of Colorado.

WHEREAS, Laverne Frances Flitner aka LaVernne F. Flitner, died on September 13, 2021, and at the time of her death did leave a last will and testament dated January 4, 1999;

WHEREAS said will was admitted to probate on November 8, 2021, by the District Court in and for the County of Adams, State of Colorado, Probate No. 2021PR329.

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on November 8, 2021, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee for the consideration of Six Hundred Thirty-Five Thousand and 00/100 Dollars (\$635,000.00) and other good and valuable consideration the entire interest that was owned by LaVernne F. Flitner in the following described real property situate in the County of Adams, State of Colorado:

Lot 1, FLITNER EXEMPTION FROM SUBDIVISION, recorded July 28, 2023 as Reception No. 2023000043022, being a part of the Southwest quarter of the Section 20, Township 1 South, Range 65 West of the 6th P.M., County of Adams, State of Colorado.

except reserving all oil, gas and other minerals which are reserved for the Grantor and are not conveyed herewith.

also known by street and number as: 14250 Harvest Road, Brighton, CO 80603

With all appurtenances, subject to covenants, easements and restrictions of record, and subject to general property taxes and assessments for the current year and subsequent years, and subject to easements, reservations, restrictions, covenants and rights of way of record, if any.

Dated: 10/31/2025

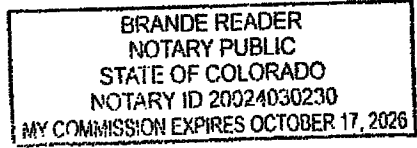
Debra Lea Chumley
Debra Lea Chumley
Personal Representative of the Estate of
Laverne Frances Flitner, Deceased
aka LaVernne F. Flitner

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me on Oct 31, 2025, by Debra Lea Chumley as Personal Representative of the Estate of Laverne Frances Flitner, aka LaVernne F. Flitner, Deceased.

Witness my hand and official seal.

Brandee Reader
Notary Public



FLITNER EXEMPTION FROM SUBDIVISION

Being a part of the Southwest 1/4 of Section 20,
Township 1 South, Range 65 West of the 6th P.M.,
County of Adams, State of Colorado

Sheet 1 of 2

PROPERTY DESCRIPTION & OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE ESTATE OF LA VERNNE FLITNER, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 TO BEAR NORTH 89°53'08" EAST, BEING MONUMENTED ON EACH END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25937, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE NORTH 89°53'08" EAST, COINCIDENT WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF HARVEST ROAD; THENCE SOUTH 01°12'41" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 883.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°53'37" EAST, A DISTANCE OF 960.00 FEET; THENCE SOUTH 01°12'41" EAST, A DISTANCE OF 450.00 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED FEBRUARY 7, 1992 IN BOOK 3864 AT PAGE 179 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO; THENCE SOUTH 89°53'37" WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 960.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, AND THE EAST RIGHT-OF-WAY LINE OF HARVEST ROAD; THENCE NORTH 01°12'41" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 450.00 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 9.92 ACRES, MORE OR LESS

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF FLITNER EXEMPTION FROM SUBDIVISION.

EXECUTED THIS 21 DAY OF June, 2023

OWNER: THE ESTATE OF LA VERNE F. FLITNER

BY: Debra Lea Chumley
DEBRA LEA CHUMLEY, PERSONAL REPRESENTATIVE OF THE ESTATE OF LA VERNE F. FLITNER ESTATE

COUNTY OF ADAMS)
STATE OF COLORADO) SS

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF June, 2023

BY: DEBRA LEA CHUMLEY, PERSONAL REPRESENTATIVE OF THE ESTATE OF LA VERNE F. FLITNER, DECEASED

Susan R. Swarts
NOTARY PUBLIC

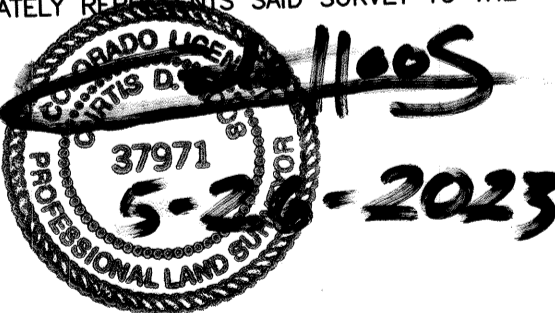
SUSAN R. SWARTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114062737
MY COMMISSION EXPIRES 09/29/2023

MY COMMISSION EXPIRES: 9/29/2023

SURVEYOR'S STATEMENT

I, CURTIS D. HOOS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF

CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION



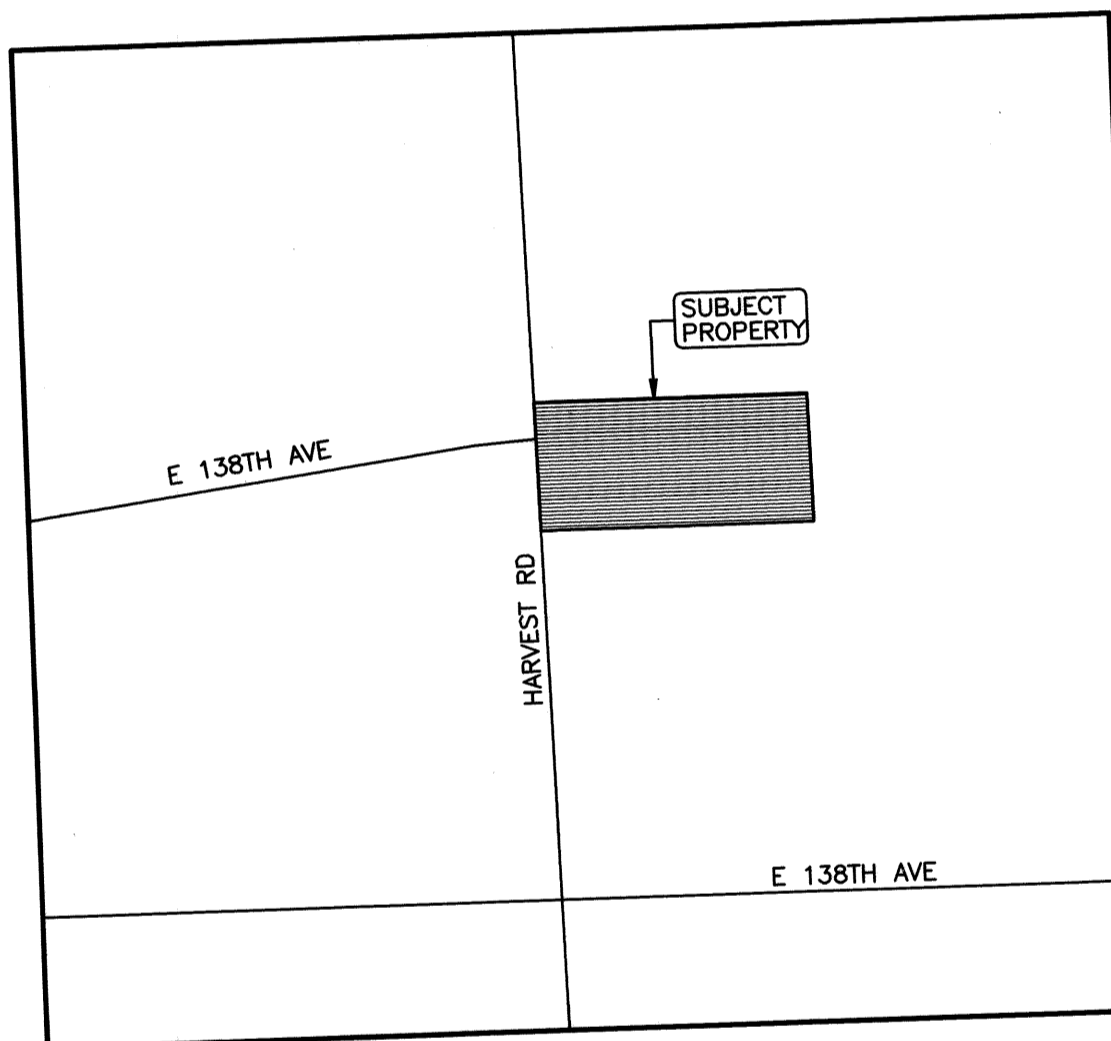
BOARD OF COUNTY COMMISSIONER'S APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS 20 DAY OF June, 2023

Steve O'Connell
CHAIR

ADAMS COUNTY ATTORNEY'S APPROVAL

APPROVED AS TO FORM
Chaffin
COUNTY ATTORNEY



NOTES

- 1) BASIS OF BEARING: THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN ADAMS COUNTY, COLORADO IS ASSUMED TO BEAR NORTH 89°53'08" EAST, BEING MONUMENTED ON EACH END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25937, AND WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.
- 2) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 3) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.
- 4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 5) AMERICAN WEST LAND SURVEYING CO. RELIED UPON TITLE COMMITMENT PROVIDED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY DATED DECEMBER 1, 2022, FILE NO. 596-HS0811823-412 FOR RESEARCH REGARDING EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- 6) DISTANCES ON THIS DRAWING ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 7) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP DATED MARCH 5, 2007, MAP NO. 08001C0355H, THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "x" (AREAS OF MINIMAL FLOOD HAZARD).

STORM DRAINAGE FACILITIES STATEMENT

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____ O.CLOCK _____ M. ON THE _____ DAY OF _____, 20____

COUNTY CLERK AND RECORDER DEPUTY BY: _____
RECEPTION NO. _____

American West Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

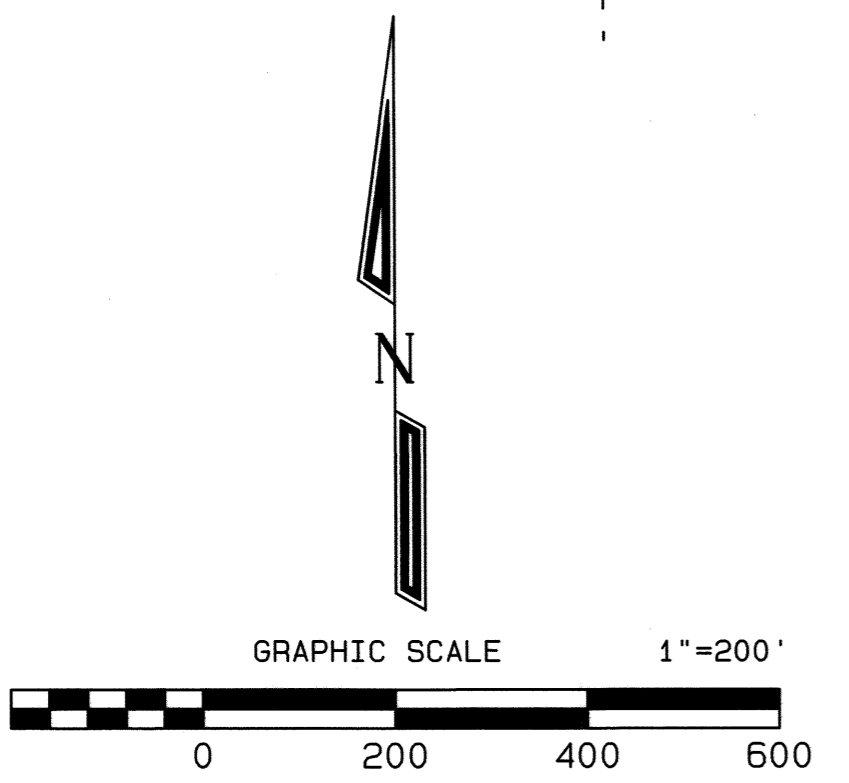
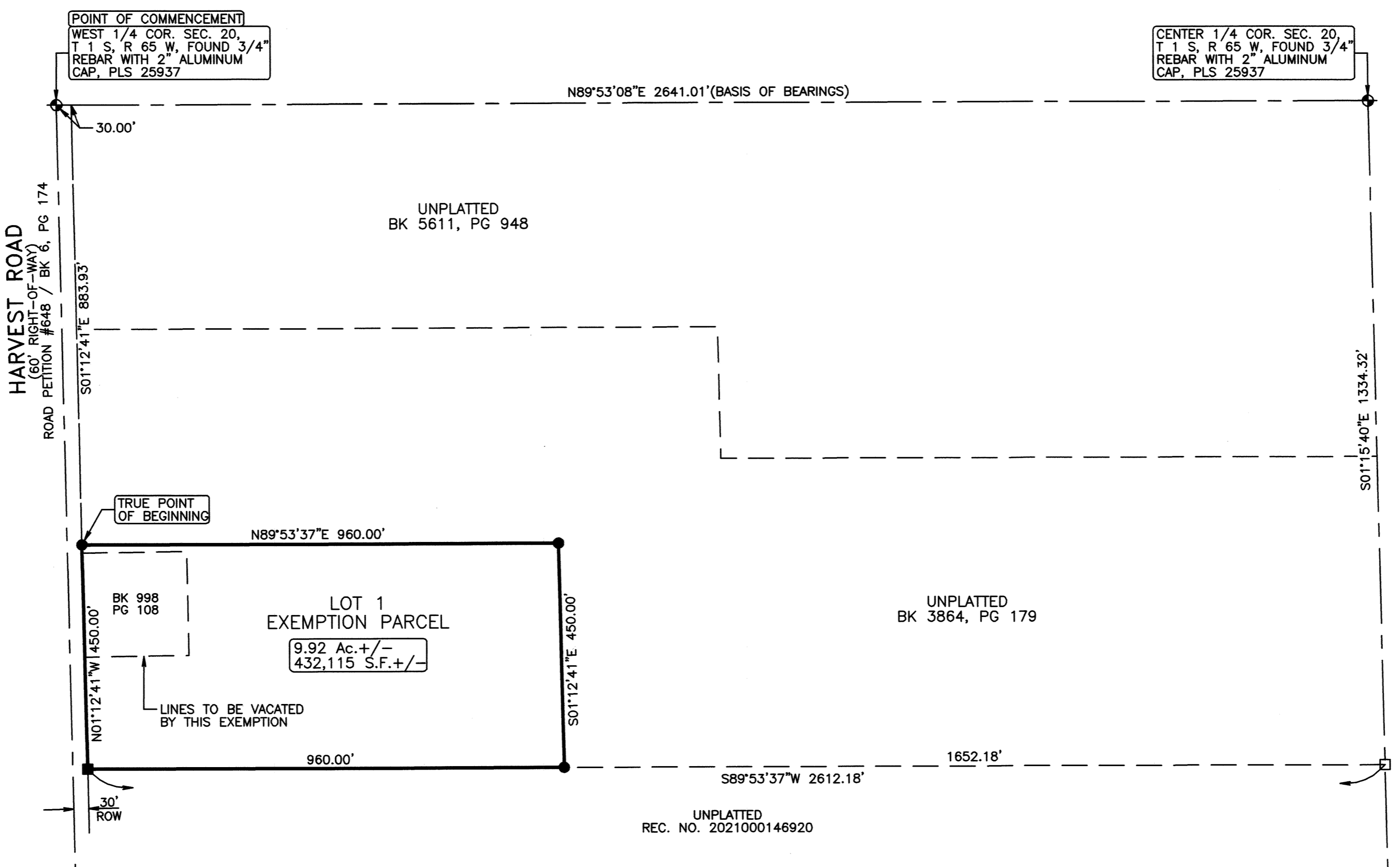
REVISION	DATE	SCALE 1" = 200'
		DATE: MAY 10, 2023
		DRAWN BY: CDH
		CHECKED BY: MJH
		CLIENT: CHUMLEY
		JOB NO: 22-448

FILE: Z:\T_S\T1S_R65W_S20_FLITNER_EXEMPTION.prn

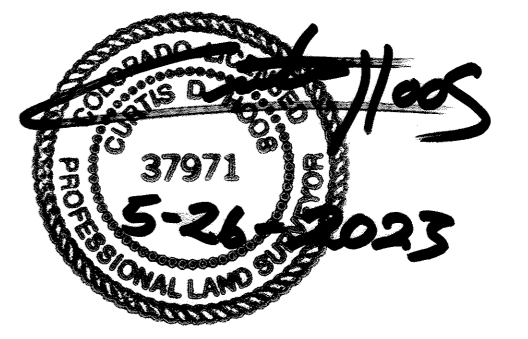
FLITNER EXEMPTION FROM SUBDIVISION

Being a part of the Southwest 1/4 of Section 20,
 Township 1 South, Range 65 West of the 6th P.M.,
 County of Adams, State of Colorado

Sheet 2 of 2



- LEGEND**
- ◆ = ALIQUOT MONUMENT, AS NOTED
 - = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP, PLS 25937
 - = FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, ILLEGIBLE
 - = FOUND 1/2" REBAR WITH RED PLASTIC CAP, PLS 23027



American West
Land Surveying Co.
 A Colorado Corporation

PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

REVISION	DATE	SCALE 1" = 200'
		DATE: MAY 10, 2023
		DRAWN BY: CDH
		CHECKED BY: MJH
		CLIENT: CHUMLEY
		JOB NO: 22-448

FILE: Z:\T_S\T1S_R65W_S20\FLITNER_EXEMPTION.pro

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 8th day of September, 2023, by and between **The Estate of LaVerne F. Flitner and its Personal Representative, Debra Lee Chumley**, hereinafter referred to as Lessor (whether one or more), whose address is 16695 Magnolia Street, Brighton, CO 80602, and **POCO Holdco, LLC**, hereinafter referred to as Lessee, whose address is 16400 Dallas Parkway, Suite 400, Dallas, Texas 75248.

WITNESSETH:

That Lessor, for and in consideration of Ten and no/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto Lessee, exclusively, and its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the investigating, exploring, prospecting, drilling, mining, operating for, producing and saving of oil, liquid hydrocarbons, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas (collectively and/or individually hereinafter referred to as "Leased Substances") and the exclusive right of injecting gas, air, waters, brine and other fluids and substances into the subsurface strata, and all other rights and privileges necessary, incident to, or convenient for the operation of said land, alone or jointly with neighboring land, for the production, transportation, saving and taking care of oil and gas, together with any reversionary rights or rights hereafter vested in Lessor said tract of land being situated in the County of Adams, State of Colorado, and described as follows, to-wit:

Township 1 South, Range 65 West, 6th P.M.

Three (3) parcels of land in the SW/4 of Section 20, described in Exhibit "A" attached hereto and made a part hereof, being further described in those certain Personal Representative's Deeds recorded at Reception #2023000042582 and #2023000042583, and the Flitner Exception from Subdivision recorded at Reception #2023000043022, in the Official Public Records of Adams County, Colorado, which land shall be considered as containing 79.98 gross acres, whether there is more or less.

TO HAVE AND TO HOLD the same, subject to the provisions herein contained, for a term of **Five (5)** years from the date first written above (hereafter called "Primary Term") and as long thereafter as Leased Substances are being or may be produced from said leased premises or lands pooled or unitized therewith, whether or not in paying quantities, or operations for the drilling or production thereof are continued as hereinafter provided. This is a paid-up lease and Lessee shall have no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.

In consideration of these premises, it is hereby mutually agreed as follows:

1. Royalties on the Leased Substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities or otherwise, the royalty shall be **Twenty Percent (20.00%)** of such production, to be delivered to Lessor at the pipeline connection or storage tanks payable to Lessor as hereinafter provided, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and (b) for gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas and all other gases and their constituent parts, other minerals and all other substances covered hereby, the royalty shall be **Twenty Percent (20.00%)** of the sale proceeds actually received by Lessee from the sale thereof, after deducting from Lessor's share a proportionate amount of all post-production costs, including ad valorem taxes, gross production taxes, and severance taxes, or other excise taxes, gathering and transportation costs from the wellhead to the point of sale, as well as the actual costs of compressing, treating, dehydrating, purifying, delivering, processing or otherwise putting such gas or other substances into marketable condition, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the leased premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise.

2. [Omitted]

3. All royalty payments under this lease shall be paid or tendered to Lessor, or its successors, in currency, by check, or by draft, by deposit in the U.S. Mail addressed to Lessor at the last address known to Lessee, which shall constitute proper payment upon Lessor's receipt.

4. It is expressly agreed that if Lessee shall commence operations for the drilling of a well at any time while this lease is in force, this lease shall remain in force, and its term shall continue, for so long as such operations are prosecuted and, if production results therefrom, whether or not in paying quantities, then so long as such production may continue. If, after the expiration of the Primary Term of this lease, production on the leased premises shall permanently cease from any cause, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee resumes or commences operations for the drilling, completing or reworking of a well within one (1) year from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, then this lease shall remain in force and effect for as long as such production continues or the well or wells are capable of producing, whether or not in commercially paying quantities. Lessee shall be deemed to have commenced operations by actual drilling or by any act necessary for and in preparation of actual drilling operations whether or not such operations or acts are located on the leased premises or lands pooled therewith, including, but not limited to, making application for required permits (whether required by local government or state or federal regulatory agencies), site survey and preparation, and the construction of access routes to the proposed well site (whether or not such routes are located on the leased premises). Operations shall also include all activities designed to obtain, enhance, deliver or market production from the leased premises, or lands pooled therewith, including, but not limited to, reworking, deepening, plugging back, treating, stimulating, refitting, installing equipment, construction of facilities related to transporting, treating and marketing of Leased Substances, contracting for the marketing and sale of Leased Substances and construction of water disposal facilities and removal of water.

5. If after the Primary Term, one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Leased Substances, but such well or wells are either shut in, or production therefrom is not being sold by Lessee, then such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this lease. If for a period of 120 consecutive days such well or wells are shut in, or production therefrom is not sold by Lessee, then Lessee shall pay to Lessor an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 120-day period and thereafter on or before each anniversary while the well or wells are shut in, or production therefrom is not being sold by Lessee, provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 120-day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay the shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

6. If Lessor owns the surface to the leased premises and requires in writing that Lessee shall bury all pipelines below ordinary plow depth in cultivated land, Lessee shall perform such action and shall pay for damage caused by its pipeline operations to growing crops on said land. Lessee is otherwise under further obligation to pay for any additional damage of any kind or nature caused by Lessee's operations on the leased premises, and Lessor does not waive any claim for any such additional damage. Lessee shall have the right, but not the obligation, at any time, either before or after expiration of this lease, to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole, or upon the abandonment of any producing well, or upon the termination of this Agreement, to restore the premises to their original condition as near as practicable. Restoration shall commence not later than ninety (90) days from such event. Restoration shall be completed not more than three hundred sixty (360) days from such event. Any structures and facilities placed on the leased premises by Lessee for operations hereunder, and any well or wells on the leased premises drilled or used for the injection of salt water, fluids or other substances, may also be used for Lessee's operation on other lands in the same area. The right to so use such facilities may be continued beyond the term of this lease by payment to Lessor of the sum of One Hundred Dollars (\$100.00) per year payable on the anniversary date of this lease first ensuing after the termination of this lease and annually thereafter on or before such anniversary date, provided however that a delay or default in such payment shall not act to terminate Lessee's continuing rights as provided hereby. Notwithstanding the foregoing, before Lessee may develop, explore, or exploit the surface of the land (described herein), Lessor and Lessee shall conclude a separate Surface Use Agreement, to specify how the land will be restored. Said agreement shall also address insurance, anticipated surface disturbances for wells, surface equipment, roads, flow-lines, etc. Said agreement shall also specify the number of dollars per lineal unit of access roads (wear and tear) that shall be payable by Lessee to Lessor, the number of dollars payable to Lessor per each drilling unit area, and the number of dollars to restore native grasses, brooks, and streams, if any. Further, the Surface Use Agreement shall specify access routes, the installation of gates and/or fences, and the isolation of hazardous areas (by Lessee) to keep out trespassers, children, and wildlife.

Lessee warrants and represents that Lessee's operations under the terms of this Agreement shall not damage or pollute the land's associated ground water and/or aquifer. If Lessee's operations do damage or pollute the land's associated ground water and/or aquifer, then Lessee shall reasonably restore the same to the condition they were in prior to the existence of this Agreement. If Lessee fails to do so, then Lessor may do so and Lessee shall be liable for all reasonable expenses incurred by Lessor in so doing.

7. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases for the production of the Leased Substances, whether one or more, or for the injection of fluids or other substances, when in Lessee's sole and unfettered judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Lessee's right to pool the leased premises and Land under this Lease shall not be limited as to size, shape, configuration or depth. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, unitization or reformation, which declaration shall describe the unit. Provided, however, the absence of such recorded declaration shall not affect the continued validity of this lease or the creation of a unit by established operations and/or the payment of royalties on a unit basis. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in anywhere on a unit which includes all or part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in under this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive royalties on production from the unit so pooled only on the portion of production allocated to this lease. Such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the leased premises as to one or more of the formations thereunder with other lands by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire while such plan or agreement remains in force and in effect. If the leased premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessee shall not be required to obtain Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency.

8. The rights of either party hereunder may be assigned or conveyed in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land or the right to receive royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of Lessee, or diminish its rights. Lessee shall provide Lessor written notice of any assignment by Lessee within ninety (90) days and the notice shall specify the true and correct contact information (name, address, telephone number, e-mail address, and name of authorized agent) of Lessee's assignee. Specifically, but not by way of limitation of the foregoing, Lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of said land or the right to receive royalties hereunder, or any interest therein, however accomplished, shall be binding on Lessee until thirty (30) days after Lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments and proceedings necessary in Lessee's opinion to establish the ownership of the claiming party. If at any time two or more parties are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such parties either jointly or separately in proportion to the interest which each owns. At such time as any part of Lessor's interest covered by this lease is conveyed or transferred to two or more parties, Lessee may at its sole discretion and option require Lessor to appoint an agent for all purposes of this lease, including receiving payments and notices. Any payments or notices, or other obligations required by Lessee under this lease, made to such agent shall constitute payment or notice, or complete satisfaction of any other obligation, to any party taking or acquiring an interest in this lease by or through Lessor.

9. No litigation shall be initiated by Lessor for damages, forfeiture, termination or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the alleged breach or default, and then only if Lessee fails to remedy any breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, then this lease shall not be forfeited, terminated or cancelled in whole or in part due to such breach or default unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. In the event any matter is litigated, the prevailing party shall be entitled to recover or be awarded all of its reasonable attorney fees, costs and expenses incurred related thereto. Each party acknowledges and agrees that this Agreement shall be interpreted under Colorado law and that jurisdiction and venue shall only be proper in the District Court in which the land (described herein) is located.

10. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties, shut-in payments and any other payments that are payable hereunder for any well on any part of the leased premises or lands pooled therewith or otherwise shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. In the event any improper payment, or portion thereof, arises out of any misrepresentation or omission by Lessor, Lessor shall indemnify and hold Lessee harmless for and against any claim arising out of such improper payment, including any judgment, penalty, interest, attorney fees, expenses and costs incurred by Lessee in defending or settling any such claim. Any amounts owed by Lessee to Lessor under this provision may, in addition to other legal or equitable remedies, be recovered by Lessee by deducting the same from any royalties or other payment thereafter due to Lessor.

11. Lessee may, at any time, and from time to time, deliver to Lessor, or file of record, a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the lands described herein, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

12. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed, whether before or after the expiration of the Primary Term, by any act of God or applicable laws, rules, regulations or orders, or by inability to obtain necessary permits, personnel, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, pandemic, pestilence, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, including failure to obtain permits or full approval by federal, state, local or other governmental agency or agencies, and/or delays caused by such government agencies, this lease shall not terminate because of such prevention or delay, and the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

13. Lessor in good faith believes it has title to the oil, gas and mineral interests in and under the lands (described herein), but does not warrant good or valid title to Lessee. Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above-described land in the event of default of payment by Lessor and Lessee shall be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by Lessee for Lessor may, at Lessee's option, be deducted from any amounts of money which may become due or payable to Lessor under the terms of this lease.

14. [Omitted]

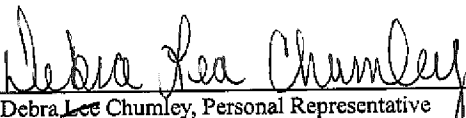
15. This lease and all of its terms and conditions shall be binding upon Lessor and Lessee, and their heirs, successors and assigns. Should any one or more of the parties above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that any payment or payments made by Lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party Lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any. Should any provision of this lease or portion thereof be deemed unenforceable by a court of law, this lease shall remain in full force and effect as to all other provisions and parts thereof, and to the extent necessary this lease shall be modified to permit the enforcement of this lease in its entirety.

16. This lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we sign this effective as of the day and year first above written.

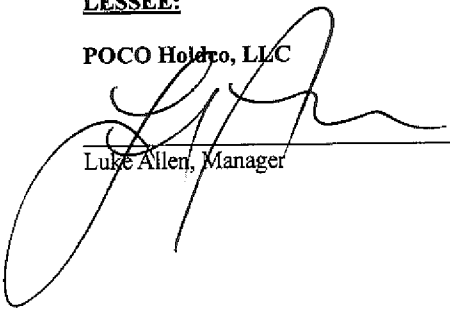
LESSOR:

The Estate of LaVerne F. Flitner


Debra Lee Chumley, Personal Representative
Lea WC

LESSEE:

POCO Holdco, LLC


Luke Allen, Manager

(This space left intentionally blank)

STATE OF Colorado)
COUNTY OF Adams) ss

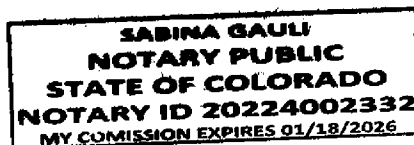
ACKNOWLEDGMENT

On this 8th day of September, 2023, before me appeared Debra ^{Lee} ~~Lee~~ Chumley, to me personally known, who, being by me duly sworn, did say that she is the Person Representative of the Estate of LaVerne F. Flitner, and said Debra Lee Chumley acknowledged that she executed this instrument on behalf of the LaVerne F. Flitner Estate and acknowledged said instrument as the free act and deed of said LaVerne F. Flitner Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Witness my hand and official seal.

Notary Public



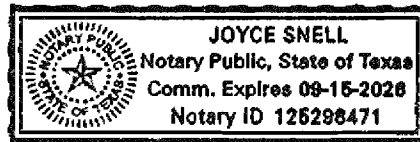
(SEAL)
My Commission Expires: 01/18/2026

ACKNOWLEDGMENT

On this 21st day of September, 2023, before me appeared Luke Allen, to me personally known, who, being by me duly sworn, did say that he is the Manager of POCO Holdco, LLC, and said Luke Allen acknowledged that he executed this instrument on behalf of said limited liability company and acknowledged said instrument as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public



(SEAL)
My Commission Expires: 9-15-2026

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated September _____, 2023, by and between The Estate of LaVerne F. Pflitzer and its personal representative, Debra Lee Chumley, Lessor, and POCO Holdco, LLC, Lessee.

Lea Tract 1

A parcel of land in the SW/4 of Section 20, Township 1 South, Range 65 West, 6th P.M., described as follows:

Considering the North line of the SW/4 of said Section 20 to bear North 89°53'08" East, being monumented on each end by a 1/2" rebar with 2" aluminum cap, PLS 25937, with all bearings contained herein relative thereto:

Beginning at the center quarter-corner of said Section 20; thence South 01°15'40" East, coincident with the East line of the SW/4 of said Section 20, a distance of 584.62 feet; thence South 89°53'08" West, a distance of 2,611.52 feet to the East right-of-way of Harvest Road; thence North 01°12'41" West, coincident with said East right-of-way line, a distance of 584.61 feet to the North line of the SW/4 of said Section 20; thence North 89°53'08" East, coincident with said North line, a distance of 2,611.03 feet to the true point of beginning.

Said parcel containing 35.04 acres, more or less.

Tract 2

A parcel of land in the SW/4 of Section 20, Township 1 South, Range 65 West, 6th P.M., described as follows:

Considering the North line of the SW/4 of said Section 20 to bear North 89°53'08" East, being monumented on each end by a 1/2" rebar with 2" aluminum cap, PLS 25937, with all bearings contained herein relative thereto:

Commencing at the center quarter-corner of said Section 20; thence South 01°15'40" East, coincident with the East line of the SW/4 of said Section 20, a distance of 584.62 feet to the true point of beginning; thence continuing South 01°15'40" East coincident with said East line a distance of 749.70 feet to the Southwest corner of that parcel of land described in the deed recorded February 7, 1992 in Book 3864, Page 179 in the records of the Clerk and Recorder for Adams County, Colorado; thence South 89°53'37" West, coincident with the South line of said parcel, a distance of 1,652.18 feet; thence North 01°12'41" West, a distance of 450.00 feet; thence South 89°53'37" West, a distance of 960.00 feet to the East right-of-way line of Harvest Road; thence North 01°12'41" West, coincident with said East right-of-way line, a distance of 299.33 feet; thence South 89°53'08" West, a distance of 2,611.52 feet to the true point of beginning.

Said parcel containing 35.02 acres, more or less.

Tract 3

A parcel of land in the SW/4 of Section 20, Township 1 South, Range 65 West, 6th P.M., County of Adams, State of Colorado, described as follows:

Considering the North line of the SW/4 of said Section 20 to bear North 89°53'08" East, being monumented on each end by a 1/2" rebar with 2" aluminum cap, PLS 25937, with all bearings contained herein relative thereto:

Commencing at the West quarter-corner of said Section 20; thence North 89°53'08" East, coincident with the North line of the SW/4 of said Section 20, a distance of 30.00 feet to the East right-of-way line of Harvest Road; thence South 01°12'41" East, coincident with said East right-of-way line, a distance of 883.93 feet to the true point of beginning; thence North 89°53'37" East, a distance of 960.00 feet; thence South 01°12'41" East, a distance of 450.00 feet to the South line of that parcel of land described in deed recorded February 7, 1992 in Book 3864 at Page 179 in the records of the Clerk and Recorder for Adams County, Colorado; thence South 89°53'37" West, coincident with said South line, a distance of 960.00 feet to the Southwest corner of said parcel, and the East right-of-way line of Harvest Road; thence North 01°12'41" West, coincident with said East right-of-way line, a distance of 450.00 feet to the true point of beginning.

Said parcel contains 9.92 acres, more or less.



WE MAKE CLEAN ENERGY HAPPEN®

Project Name: Conner & Wakeman

Tract No. 0007.000

Parcel No. 0156700000062

Title Summary

Legal Description: SECT,TWN,RNG:20-1-65 DESC: N2 EXC RDS AND EXC E 210 FT 20/1/65 300/11A ALL IN THE 6TH PM OF ADAMS COUNTY, COLORADO.

Real Estate Taxes Currently Assessed To: DIBC Adams County, LLC

Record Fee Owner: DIBC Adams County, LLC
c/o L.C. Fulenwider, Inc.
270 Saint Paul Street, Suite 300
Denver, CO. 80206-5133

Real Estate Taxes Due: 2023: \$0.00 Date 2025 Taxes Due: December 31, 2025
2024: Paid in Full

Vesting Deed(s)

Grantor	Grantee	Type of Instrument	Date/ Effec.Date	Reception # Bk/Pg.
DIBC Adams County, LLC	L.C. Fulenwider, Inc. as Manager of DIBC Adams County, LLC	Statement of Authority	05/07/2012	2012000034969
L.C. Fulenwider, Inc.	DIBC Adams County, LLC	Quit Claim Deed	02/23/1998	1998030365971
L.C. Fulenwider, Inc.	L.C. Fulenwider, Inc. c/o L.C. Fulenwider, III	Statement of Authority	09/22/1997	1997030329288
Box Elder Farms, Co., L.C. Fulenwider, Inc. L.C. Fulenwider, III	L.C. Fulenwider, Inc.	Affidavit of Registration of Name of Farm or Ranch	02/28/1991	1991020989794
District Court, Water Division No. 1, Colorado	L.C. Fulenwider, Inc., Van Schaack Holdings, LTD., L.C. Fulenwider Jr., L.C. Fulenwider III, H.C. Van Schaack, III	Judgement & Decree (Water Rights)	11/22/1989	1989020918786
L.C. Fulenwider, III	L.C. Fulenwider, Inc.	Bargain & Sale Deed	11/01/1986	1987020745991
L.C. Fulenwider, Jr.	L.C. Fulenwider, Inc.	Bargain & Sale Deed	11/01/1986	1987020745990

Box Elder Farms, Co., L.C. Fulenwider, Inc.	L.C. Fulenwider, Inc.	Bargain & Sale Deed	05/20/1986	1986020651105
Fred Wagner, Molly Wagner	Box Elder Farmers, Co.	Warranty Deed	06/18/1959	586072
W. T. Lambert	Harper M. Orahood	Quit Claim Deed	08/30/1904	RE 2,168

Out Sales (Less & Excepts)

Grantor	Grantee	Type of Instrument	Date/ Effec.Date	Reception # Bk/Pg.
Box Elder Farms, Co.	Public Service Company of Colorado	Warranty Deed (L&E)	11/17/1960	1960000622043

Oil, Gas & Mineral Leases, Assignments and Extensions

Lessor/Assignor	Lessee/Assignee	Type of Instrument	Date/ Effec.Date	Reception # Bk/Pg.
Van Schaack Holdings, LTD., DIBC Adams County, LLC	Public	Stipulation of Interest & Conveyance	06/01/2018	2018000050217
Ernest F. Wagner	Monte Peak Minerals, LLC	Mineral & Royalty Deed	05/01/2018	2018000041315
Van Schaack Holdings, LTD.	L.C. Fulenwider, Inc.	Special Warranty Deed & Agreement (O&G)	02/01/1991	1991020986145
Fred Wagner, Molly Wagner	British American Oil Producing, Co.	Change of Depository & Ratification of Lease	06/19/1959	588665
Willard Nazarenius	J.E. Spaulding	Oil & Gas Lease	07/29/1953	406343

Deeds of Trust, Liens, and Releases

Grantor	Grantee	Type of Instrument	Date/ Effec. Date	Reception # Bk/Pg.
Front Range Pipeline, LLC	DIBC Adams County, LLC	Release of Lis Pendens	01/08/2013	2013000002464
Front Range Pipeline, LLC	DIBC Adams County, LLC	Notice of Lis Pendens (Ref. Pipelines)	11/14/2012	2012000087049

Existing Easements and Rights of Ways

Grantor	Grantee	Type of Instrument	Date/ Effec. Date	Reception # Bk/Pg.
DIBC Adams County, LLC	ACE Devco NC, LLC	Memorandum of Option Agreement for Solar Lease & Easement Agreement	10/31/2022	2022000090770

DIBC Adams County, LLC	Discovery DJ Services, LLC	Memorandum of Right of Way Agreement	08/07/2018	2018000074381
DIBC Adams County, LLC	Coronal Development Services, LLC	Memorandum of Option Agreement for Solar Energy Site Lease	08/01/2017	2017000068178
Noble Energy Production, Inc.	DIBC Adams County, LLC	Memorandum of Agreement	06/21/2006	2006000798910

Tenant Leases

Lessor	Lessee	Term	Date/ Effec. Date	Reception # Bk/Pg.
N/A	N/A	N/A	N/A	N/A

District Court Judgments (10 year search)

Plaintiff	Defendant	Type of Judgment	Date	Case Number
N/A	N/A	N/A	N/A	N/A

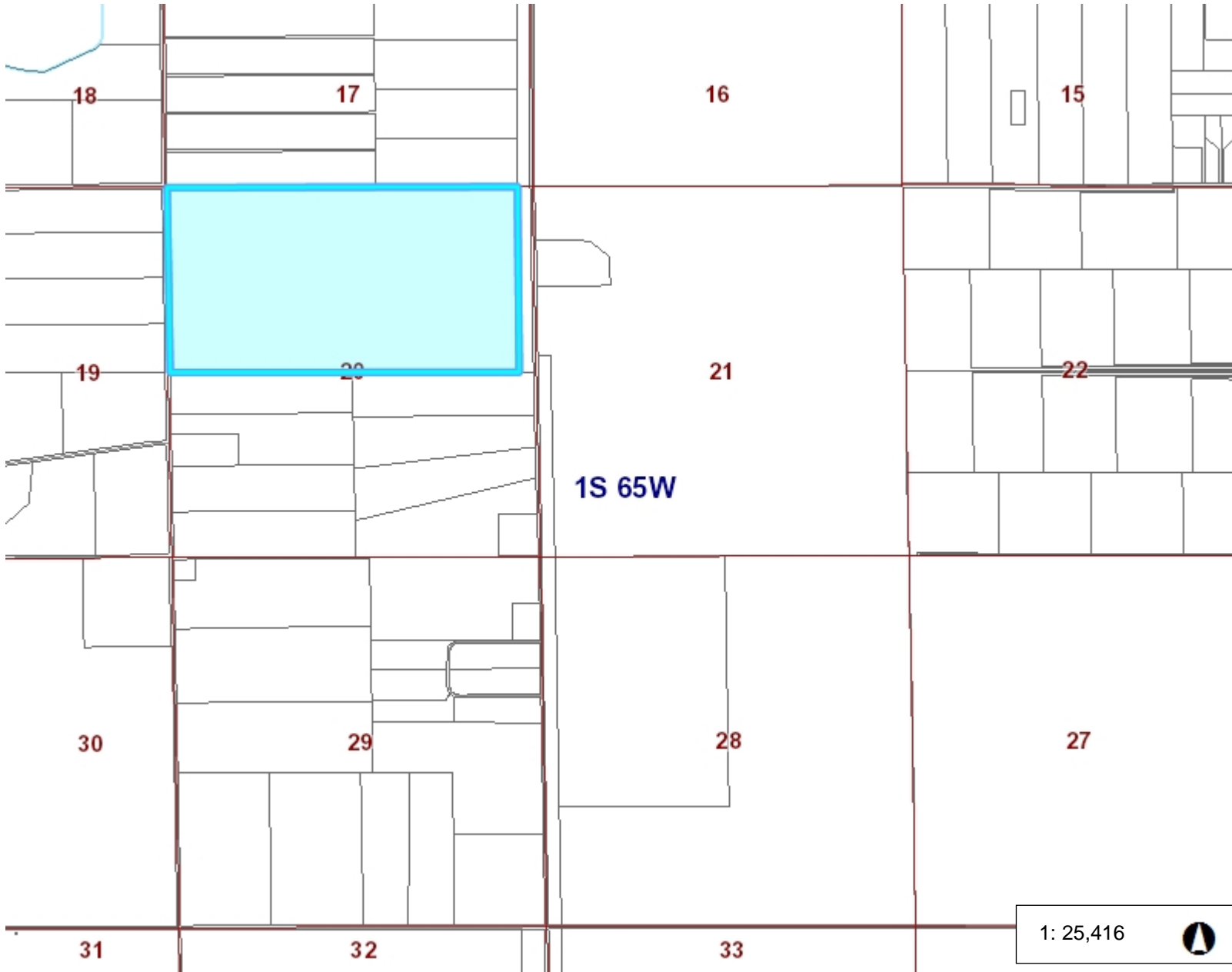
The preceding information represents a careful search of the records of Adams County, Colorado from 06/18/1959 – 11/18/2025.

Abstractor is not responsible for omissions or errors made by those offices in the recording of documentation of any information pertinent to the examination.

Signed: Joseph M. Pierce
Printed Name: Joseph M. Pierce
Date: 11/18/2025

LANDMAN STATEMENT:

WHEN PULLING TITLE; I DID NOT INCLUDE ANYTHING TO DO WITH MORTGAGES, LIENS, OR RELEASES WHERE IT RELATES TO MINERALS. ONLINE RECORDERS WERE OBTAINED VIA THE ADAMS COUNTY, COLORADO CLERK & RECORDER SITE.



Legend

- Township
- Section
- Lake
- Lake
- River
- Parks and Open Space
- Highways (< 20,000)
 - Interstate
 - Highway
 - Tollway
- Parcels
- County Boundary
- City
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster

1: 25,416



0.8 0 0.40 0.8 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

DIBC Adams County LLC c/o L.C. Fulenwider, Inc.



Property Report

Parcel Number: 0156700000062

Account Type: Agricultural

Ownership Information	Property Address
DIBC ADAMS COUNTY LLC C/O L C FULENWIDER INC 270 SAINT PAUL ST STE 300 DENVER CO 80206-5133	

Account Summary

Legal Description

SECT,TWN,RNG:20-1-65 DESC: N2 EXC RDS AND EXC E 210 FT 20/1/65 300/11A

Subdivision Plat

N/A

Account Summary

Account Numbers	Date Added	Tax District	Local Gov Mill Levy	School Mill Levy
R0000845	On or Before 01/01/1996	290	48.404	56.644

Permits

Permit Cases

[1989-088-C](#)
[1990-038-C](#)
[BDL03-00543](#)
[BDL06-00349](#)
[BDP01-02387](#)
[BDP03-1146](#)
[BDP17-0301](#)
[EXG1991-00015](#)
[OGI2020-00327](#)
[OGI2020-00328](#)
[OGI2021-00041](#)
[OGI2022-00019](#)
[OGI2022-00032](#)
[OGI2023-00005](#)
[OGI2023-00009](#)
[OGI2024-00008](#)
[OGI2024-00091](#)
[OGI2025-00017](#)
[OGI2025-00685](#)
[PLN2013-00002](#)
[PRC2018-00013](#)
[PRC2018-00014](#)
[PRC2018-00015](#)
[PRE2012-00029](#)
[PRE2018-00062](#)
[PRE2025-00077](#)
[RCU2013-00034](#)
[RCU2016-00016](#)
[RCU2017-00008](#)
[RCU2018-00037](#)
[RCU2018-00042](#)
[RCU2018-00043](#)
[RCU2018-00044](#)
[RCU2018-00045](#)
[VIO2001-25263](#)

Sales Summary

Sales Summary

Sale Date	Sale Price	Deed Type	Reception Number	Book	Page	Grantor	Grantee	Doc. Fee	Doc. Date
02/23/1998	\$10.00	QC	C0365971	5240	663	FULENWIDER L C INC	DIBC ADAMS COUNTY LLC	\$0	02/23/1998

For more information, go to the [Clerk and Recorder's search page](#).

Valuation Summary

Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Local Gov Assessed Value	School Assessed Value
R0000845	Agricultural	Acres	300.0000	GREATER BRIGHTON FIRE PROTECTION DISTRICT 6	School District 27J-Brighton	V	\$31,440.00	\$8,490.00	\$8,489.00
Land Subtotal:							\$31,440.00	\$8,490.00	\$8,489.00

Improvements Valuation Summary

Account Number	Actual Value	Local Gov Assessed Value	School Assessed Value
R0000845	0	0	0
Improvements Subtotal:	0	0	0

Total Property Value

	Actual Value	Local Gov Assessed Value	School Assessed Value
Total Property Value:	\$31,440.00	\$8,490.00	\$8,489.00

Building Summary

Individual built-as details for 0 building(s).

NO BUILDING RECORDS FOUND

Tax Summary

For more information, go to the [Treasurer's search page](#).

Enterprise Zone Summary

Property within Enterprise Zone

False

Precincts and Legislative Representatives Summary

Precinct

226

Commissioner Representative

Commissioner District	Link to Representative
5	Commissioner Representative Website

State House Representative

House District	Link to Representative
48	State House Representative Website

State Senate Representative

Senate District	Link to Representative
21	State Senate Representative Website

US Congress Representative

Congressional District	Link to Representative
8	US Congress Representative Website

Zoning Summary

Zoning Summary

Zoning Authority	Zoning
Adams County	A-3

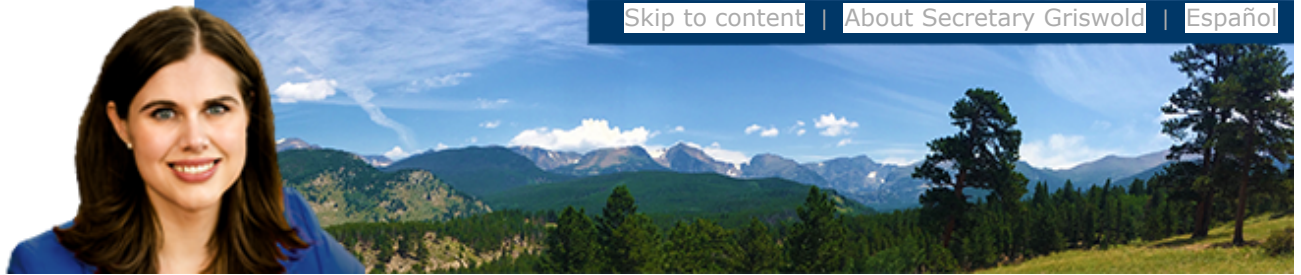
Note: Data is updated daily. Above data was updated as of: 11/14/25

Legal Disclaimer:

Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data

Adams County Government Center • [4430 South Adams County Parkway](#) • [Brighton, Colorado 80601](#) • Ph: [303.659.2120](#) | [800.824.7842](#)

[Back to top ↑](#)



> [UCC Home](#)

> [Instructions](#)

> [FAQs](#)

> [Login](#)

> [Create User Account](#)

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871092192
Name:	L.C. FULENWIDER, INC.
Principal Street Address:	270 Saint Paul St Ste 300, Denver, CO, 80206, US
Principal Mailing Address:	
Registered Agent:	C T CORPORATION SYSTEM
Registered Agent Street Address:	7700 E Arapahoe Rd Ste 220, Centennial, CO, 80112, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Corporation
Jurisdiction:	CO
Formation Date:	1930-08-04

[Previous Page](#)

[Confirm](#)

[Terms & conditions](#) | [Accessibility statement](#) | [Browser compatibility](#)

STATEMENT OF AUTHORITY

- This Statement of Authority relates to an entity¹ named DIBC Adams County, LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- The type of entity is a:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/>	
- The entity is formed under the laws of State of Colorado
- The mailing address for the entity is 1125 17th Street, Denver, CO 80202
- The name position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is L.C. FULENWIDER III, AS PRESIDENT
- ²The authority of the foregoing person (s) to bind the entity is not limited limited as follows: _____
- Other matters concerning the manner in which the entity deals with interests in real property: _____

Executed this 5/7/12

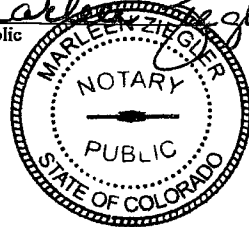
DIBC ADAMS COUNTY, LLC By L.C. FULENWIDER, Inc., Manager
By [Signature]
L.C. FULENWIDER III, PRESIDENT

STATE OF COLORADO)ss:
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 08 day of May, 2012 by L.C. FULENWIDER III, AS PRESIDENT OF L.C. Fulenwider, Inc., as Manager of DIBC Adams County, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission expires: 3/23/2014

[Signature]
Notary Public



¹This form should not be used unless the entity is capable of holding title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
The statement of authority must be recorded to obtain the benefits of the statute.

QUIT CLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SLIVKA ROBINSON WATERS & O'DORISIO, P.C.
1099 Eighteenth Street, Suite 2600
Denver, Colorado 80202
Attn: John W. O'Dorisio, Jr., Esq.

MAIL TAX STATEMENTS TO:

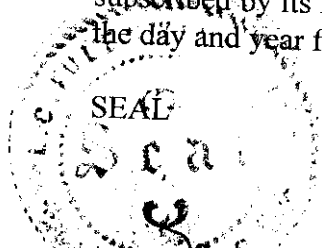
DIBC ADAMS COUNTY, LLC
c/o L.C. Fulenwider, Inc.
1125 Seventeenth Street, Suite 2500
Denver, Colorado 80202
Attn: L.C. Fulenwider, III

ADAMS CO
ROBERT SACK
16.00 DOC FEE: 0.00
BK: 5240 PG: 0663-0665
2/23/98 10:35:13
C0365971

THIS QUIT CLAIM DEED is made this 2nd day of September, 1997, between L.C. FULENWIDER, INC., a Colorado corporation ("Grantor") and DIBC ADAMS COUNTY, LLC, a Colorado limited liability company ("Grantee"), whose legal address is c/o L.C. Fulenwider, Inc., 1125 Seventeenth Street, Suite 2500, Denver, Colorado 80202.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.



Mary C. Olson, Secretary

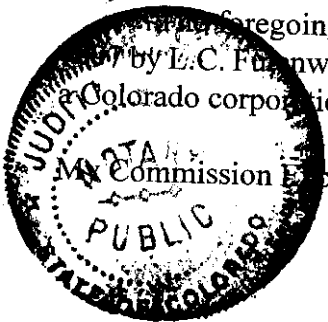
GRANTOR:

L.C. Fulenwider, Inc., a Colorado corporation

By: [Signature]
L.C. Fulenwider, III, President

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of September,
by L.C. Fulenwider, III as President and Mary C. Olson as Secretary of L.C. Fulenwider, Inc.,
a Colorado corporation.



Commission Expires: 12/8/98

Judith J. Hart
Notary Public

EXHIBIT A

[LEGAL DESCRIPTION]

T. 1 S., R. 65 W., 6th P.M., Adams County, Colorado

- Section 20: N $\frac{1}{2}$, except the East 210 feet of the NE $\frac{1}{4}$ as described in instrument recorded 11/30/60 in Book 880 at Page 529.
- Section 21: All, except those parcels described in instruments recorded 11/7/60 in Book 877 at Page 97 and 7/17/85 in Book 3025 at Page 332.
- Section 23: N $\frac{1}{2}$.
- Section 33: SE $\frac{1}{4}$, except those parcels described in instruments recorded in Book 180 at Page 458 and on 11/7/60 in Book 877 at Page 97.
- Section 34: S $\frac{1}{2}$.
- Section 35: NE $\frac{1}{4}$; S $\frac{1}{2}$.

T. 2 S., R. 65 W., 6th P.M., Adams County, Colorado

- Section 2: N $\frac{1}{2}$.
- Section 3: N $\frac{1}{2}$.
- Section 24: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying west of the thread of Box Elder Creek.

MEMORANDUM OF OPTION

**Grantor: DIBC Adams County LLC
c/o L C Fulenwider Inc.
1125 17th St., No. 2500
Denver, CO 80202**

**Grantee: Coronal Development Services, LLC
321 East Main Street, STE 300
Charlottesville, VA 22902**

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**CORONAL DEVELOPMENT SERVICES, LLC
321 East Main Street
Suite 300
Charlottesville, VA 22902
Attn: Nelson S. Teague, Jr.**

(Space Above for Recorder's Use)

**MEMORANDUM OF OPTION AGREEMENT
FOR SOLAR ENERGY SITE LEASE**

THIS MEMORANDUM OF OPTION AGREEMENT FOR SOLAR ENERGY SITE LEASE (this "Memorandum") is made and entered into as of August 1, 2017 by and between CORONAL DEVELOPMENT SERVICES, LLC, a Delaware limited liability company ("Developer"), and DIBC Adams County LLC c/o L C Fulenwider Inc. ("Owner").

Recitals

A. Owner and Developer are parties to that certain Option Agreement for Solar Energy Site Lease, dated February 9, 2017 ("Option Agreement"), pursuant to which Owner has granted to Developer an exclusive option to lease that certain real property more particularly described on Schedule "1" attached hereto (the "Property").

B. Owner and Developer now desire to provide for public notice of the existence of the Option Agreement and Developer's rights thereunder.

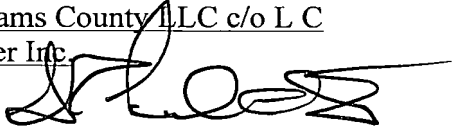
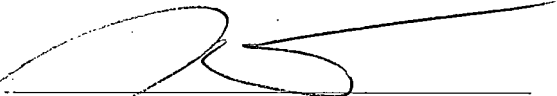
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option. Owner hereby grants to Developer the exclusive option to lease the Property (the "Option") upon the terms and subject to the terms and conditions set forth in the Option Agreement.

2. Term of the Option. Subject to the terms and conditions set forth in the Option Agreement, the term of the Option expires and this Memorandum will automatically terminate and be of no further force or effect as of February 8, 2018, subject to up to two (2) twelve (12) month extension options pursuant to the terms and conditions of the Option Agreement.

3. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Developer and Owner under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

"Owner"	"Developer"
<u>DIBC Adams County LLC c/o L C Fulenwider Inc.</u>	CORONAL DEVELOPMENT SERVICES, LLC, a Delaware limited liability company
By: 	By: 
Name: <u>L. C. Fulenwider, III</u>	Name: <u>Kyle Weir</u>
Title: <u>CEO</u> <u>L. C. Fulenwider, Inc</u> <u>Manager</u>	Title: <u>Authorized Signatory</u>

“Developer”

CORONAL DEVELOPMENT SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: Kyle West
Title: Authorized Signatory

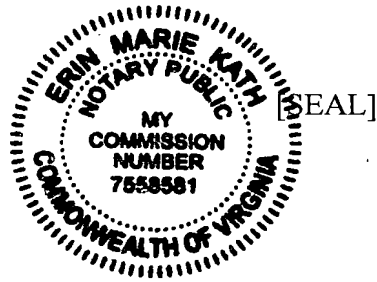
STATE OF Virginia)
CITY) ss.
COUNTY OF Charlottesville)

On August 1st, 2017, before me, Erin Marie Kath personally appeared Kyle West who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Erin Marie Kath
Notary Public
My commission expires: May 31, 2021



Schedule "1"
to
Memorandum of Option Agreement

Legal Description

All of that certain real property in the County of Adams, State of Colorado, described as follows:

All of that certain real property identified by as being a part of the North-Half (N/2) of Section 20, Township 1 South, Range 65 West, and Section 21, Township 1 South, Range 65 West, and by the parcel identification(s) 0156700000062 and 0156721100001 consisting of approximately 903.32 acres, to be revised with a metes and bounds survey to be completed by Developer.

THIS DEED, Made this 18th day of June in the year of our Lord, one thousand nine hundred and fifty nine between FRED WAGNER and MOLLY WAGNER, husband and wife,

of the County of Adams, and State of Colorado, of the first part, and BOX ELDER FARMS CO.,

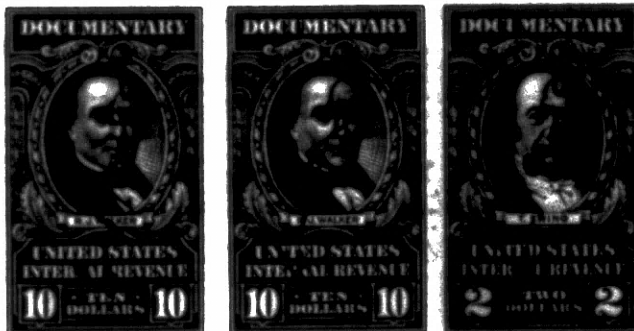
a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described parcel of land, situate, lying and being in the County of Adams, and State of Colorado, to-wit:

The North one-half (N.1/2) of Section Twenty (20) Township One (1) South, Range Sixty-five (65) West of 6th P.M.

There is expressly excepted and reserved to the grantors herein, their heirs and assigns forever, not in tenancy in common, but in joint tenancy, an undivided one-half interest in and to all of the oil, gas and other minerals in and under and that may be produced from the above described land, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals, and removing the same therefrom, with the right at any time to remove any or all equipment in connection therewith.



FEE PAID: 2.00
FEE EXCUSED
THE REALTY RECORDING ACT, SENATE BILL 222

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said **Fred Wagner and Molly Wagner, husband and wife,**

parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except a deed of trust recorded in Book 528 at Page 493 having a present principal balance of \$10,000.00 and except the 1959 general taxes payable in 1960, all of which the party of the second part expressly assumes and agrees to pay; and subject to an oil and gas lease to The British-American Oil Producing Co., recorded in Book 723 at Page 235;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part **ies** of the first part shall and will WARRANT AND FOREVER DEFEND.

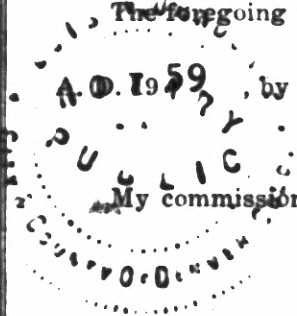
IN WITNESS WHEREOF, The said part **ies** of the first part ha **ve** hereunto set **their** hand **s** and seal **s** the day and year first above written.

Signed, Sealed and Delivered in Presence of

Fred Wagner ..(SEAL)
Molly Wagner ..(SEAL)
..(SEAL)
..(SEAL)
..(SEAL)
..(SEAL)

STATE OF COLORADO, }
City and County of **Denver** } ss.

The foregoing instrument was acknowledged before me this **18th** day of **June**



by **Fred Wagner and Molly Wagner, husband and wife,**

My commission expires **February 17,** **19 62** . Witness my hand and official seal.

[Signature]
Notary Public.

This Deed, Made this 30th day of August in the year of our Lord one thousand nine hundred and four between N. J. Lambert

QUIT-CLAIM DEED. N. J. Lambert TO Harper M. Orakood Filed for record at 4 o'clock P.M., Aug 30 1904 C. E. Ramsey Recorder.

of the County of Douglas, Harper in Orakood and State of Colorado, of the first part, and

of the City and County of Denver and State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seventy five (\$75.00) Dollars,

to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and quit-claimed, and by

these presents do remise, release, sell, convey and quit-claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the

said party of the first part has in and to the following described real estate situate, lying and being in the County of Adams,

and State of Colorado, to wit:

North half of section twenty (except Carlisbad) Township one (1) south of range sixty-five west

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

N. J. Lambert

SEAL SEAL SEAL

Signed, Sealed and Delivered in Presence of

STATE OF COLORADO, City and County of Denver } ss.

Harper M. Orakood N. J. Lambert

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

who is personally known to me to be the person whose name is subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of August A. D. 1904

My commission expires August 11, 1904

Harper M. Orakood Notary Public.

NOTARIAL SEAL

MINERAL AND ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **Ernest F. Wagner** whose address is 113 Chapel Hill Circle, Brighton, CO 80601, hereinafter called "GRANTOR", for good and valuable considerations, the receipt of which are hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign, and deliver unto **Monte Peak Minerals LLC**, whose address is 5950 Cedar Springs Road, Suite 200, Dallas, TX 75235 "GRANTEE," All of Grantor's right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands in Adams County, Colorado, to-wit:

Township 1 South, Range 65 West, 6th PM
Section 20: N2

together with the rights of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantees property and improvements.

This sale is made subject to any rights now existing under any valid and subsisting oil and gas lease heretofore executed and now of legal record. It being understood and agreed that said Grantees shall be entitled to all revenues and payments, including but not limited to bonus payments, delay rentals, suspended royalties, shut-in royalties, and production royalties, paid to the herein acquired interest on or after the effective date, regardless whether the date of production being before or after the effective date hereof. Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantees herein shall have the right at any time to redeem for said Grantor by payment any mortgage, taxes, or liens on the above described land upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD The properties described above with all and singular the rights, privileges and appurtenances thereunder or anywise belonging to said Grantees herein their heirs, successors, and assigns forever, and Grantor agrees to warrant and forever defend title to the lands unto grantees against the claims and demands of all persons claiming, or to claim the same, or any part thereof, by through, or under grantor, but not otherwise, less and except all prior recorded conveyances.

EXECUTED on the date stated in the acknowledgements, but made effective for all purposes on May 1, 2018.

Grantor:

Ernest F. Wagner



STATE OF Colorado §
COUNTY OF Adams §

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 23rd day of April, 2018, by **Ernest F. Wagner** to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he / she duly executed the same as his / her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.


5-2-2019

DEBRA KLOSTERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19974022736
MY COMMISSION EXPIRES 05/02/2019

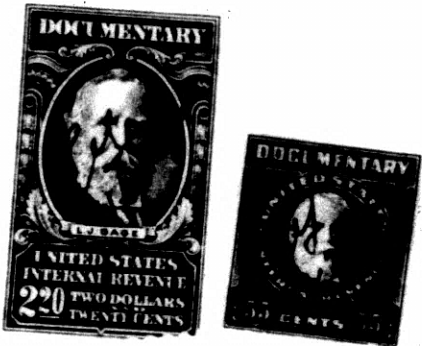
133-2-250-10-58

THIS DEED, Made this 17th day of November in the year of our Lord one thousand nine hundred and sixty between BOX ELDER FARMS CO., a corporation organized and existing under and by virtue of the laws of the ~~State of Colorado~~ ~~State of Colorado~~ State of Colorado, of the first part, and PUBLIC SERVICE COMPANY OF COLORADO a corporation

organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations ~~XXXXXXXXXX~~ to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described ~~XX~~ ~~XX~~ parcel of land (hereinafter called the "Premises"), situate, lying and being in the County of Adams and State of Colorado, to-wit:

The east 210 feet of the NE $\frac{1}{4}$ of Section 20, Township 1 South, Range 65 West, 6th Principal Meridian, subject to existing roadways.



Paid on Reception
FEE PAID: \$2.25
THE REALTY RECORDING ACT, SENATE BILL 222
FEE EXCUSED

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained Premises, with the hereditaments and appurtenances.

RESERVING, however, to the Grantor(X) as the owner(X) of land abutting the Premises, and to the Grantors successors in such ownership, the following: The right and privilege to use the Premises for agricultural use and operation so long as such use does not interfere with any use of the Premises which the Grantee, its successors or assigns may at time or times desire to make, provided the Grantor(X) its heirs, executors, administrators and assigns relieve the Grantee, its successors or assigns from any and all liability in making such agricultural use of the Premises. The Grantee, its successors and assigns shall not be liable for damage caused to property (growing or otherwise) on the Premises. The Grantor(X) its heirs, executors, administrators and assigns shall at no time have any right to erect or maintain any buildings or other structures, or to plant any trees, or to break any natural sod on the Premises.

TO HAVE AND TO HOLD the said Premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said party of the first part, for itself, its heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, general real estate taxes for the year 1960, payable in 1961, and subsequent years.

and the above bargained Premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

Document No. 1715

caused this instrument to be

IN WITNESS WHEREOF, The said party of the first part has

executed the day and year first above written.

ATTEST:

Ass't Secretary



BOX ELDER FARMS CO. [SEAL]

By [Signature] President [SEAL]

[SEAL]

STATE OF COLORADO,

City & County of Denver

ss.

The foregoing instrument was acknowledged before me this 17th day of November 1960, by L. C. Fulenwider, Jr. President and

WITNESS my hand and official seal. Lois M. Orndorff as Assistant Secretary of BOX ELDER FARMS CO., a corporation

My commission expires March 17, 1964.

[Signature]

Notary Public.

STATE OF COLORADO,

County of

ss.

The foregoing instrument was acknowledged before me this 19th day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

STATE OF

County of

ss.

The foregoing instrument was acknowledged before me this 19th day of

WITNESS my hand and official seal.

My commission expires

Notary Public.

622043

No.

WARRANTY DEED

Box Elder Farms Co

TO

PUBLIC SERVICE COMPANY OF COLORADO DENVER, COLORADO

STATE OF COLORADO,

County of ADAMS

ss.

I hereby certify that this instrument was filed for record in my office at 9:40

o'clock A.M., NOV 30 1960, 19

and is duly recorded in book 880

page 529

FRANK H. CARLSON

Recorder.

By Alvina E. Barnes

Deputy.

Return to and Mail Future Tax Statements to PUBLIC SERVICE COMPANY OF COLORADO Denver, Colorado

PO Box 7840 ATTN: ELI YAFFICH JR

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of **L. C. FULENWIDER, INC., a Colorado corporation**, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: L. C. FULENWIDER, INC.

The Entity is a: Colorado corporation

The mailing address for the Entity is: 1125 - 17th Street, #2500, Denver, Colorado 80202

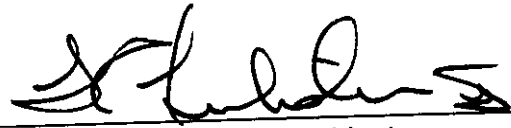
The name or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is: L. C. Fulenwider, III, President.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NONE

Other matters concerning the manner in which the Entity deals with any interest in real property are: _____

(If no other matters, leave this section blank)

EXECUTED this 22 day of Sept, 1997.



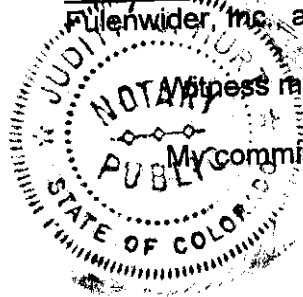
L. C. Fulenwider, III, President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of September, 1997, by L. C. Fulenwider, III, on behalf of, and as President of, L. C. Fulenwider, Inc., a Colorado corporation

Witness my hand and official seal.

My commission expires: 12/8/98



ADAMS CO
ROBERT SACK
6.00 DOC FEE: 0.00
BK: 5135 PG: 0862-0862
10/23/97 9:20:39
C0329288


Notary Public

20

AFFIDAVIT OF REGISTRATION OF NAME
OF FARM OR RANCH

BOOK 3755 PAGE 569

989794

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER) ss.

THE UNDERSIGNED, being first duly sworn, states:

1. I am President of L. C. Fulenwider, Inc., a Colorado corporation, and am authorized to give this affidavit in such capacity.

2. L. C. Fulenwider, Inc., is the owner of the lands located in the City and County of Denver and Adams County, Colorado, described on Exhibit A attached hereto, consisting of three (3) pages, and incorporated herein by this reference as though fully set forth.

3. Pursuant to §7-72-101, C.R.S., L. C. Fulenwider, Inc., hereby adopts for registry the following name to be used in connection with said lands:

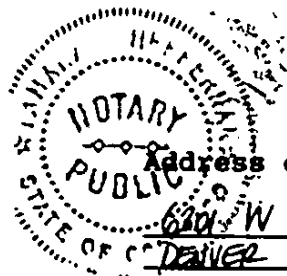
BOX ELDER FARMS COMPANY

L. C. Fulenwider, III, Pres.,
L. C. Fulenwider, Inc.

Subscribed and sworn to before me in the City and County of Denver, State of Colorado, this 28th day of February, 1991.

Witness my hand and official seal.

My commission expires TAMARA HEFFERNAN
Notary Public, State of Colorado
My Commission Expires 1/1/1995

Notary Public

Address of Notary:
6201 W HAMPDEN AVE #8-202
DENVER CO 80227

EXHIBIT A TO AFFIDAVIT OF REGISTRATION OF NAME
OF FARM OR RANCH

T. 1 S., R. 65 W., 6th P.M., Adams County, Colorado

- Section 20: N $\frac{1}{2}$, except the East 210 feet of the NE $\frac{1}{4}$ as described in instrument recorded 11/30/60 in Book 880 at Page 529.
- Section 21: All, except those parcels described in instruments recorded 11/7/60 in Book 877 at Page 97 and 7/17/85 in Book 3025 at Page 332.
- Section 23: N $\frac{1}{2}$.
- Section 33: SE $\frac{1}{4}$, except those parcels described in instruments recorded in Book 180 at Page 458 and on 11/7/60 in Book 877 at Page 97.
- Section 34: S $\frac{1}{2}$.
- Section 35: NE $\frac{1}{4}$; S $\frac{1}{2}$.

T. 2 S., R. 65 W., 6th P.M., Adams County, Colorado

- Section 2: N $\frac{1}{2}$.
- Section 3: N $\frac{1}{2}$.
- Section 24: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying west of the thread of Box Elder Creek.

T. 2 S., R. 66 W., 6th P.M., Adams County, Colorado

- Section 7: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 8: N $\frac{1}{2}$; E $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 9: All.
- Section 10: W $\frac{1}{2}$.
- Section 16: N $\frac{1}{2}$; SW $\frac{1}{4}$; except the North 210 feet of the S $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$, as described in instrument recorded 12/11/62 in Book 1034 at Page 317.
- Section 18: SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; except the following described parcel: beginning at the NW corner of said SW $\frac{1}{4}$; thence South 318 feet; thence East 200 feet; thence North 318 feet to the North line of said SW $\frac{1}{4}$; thence West 200 feet to the point of beginning, as described in instrument recorded in Book 1382 at Page 359.
- Section 26: the LCF portion of the Headquarters Parcel, as more particularly described on Page 3 of this Exhibit A.

T. 2 S., R. 67 W., 6th P.M., Adams County, Colorado

Section 13: E $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; except the North 210 feet of the S $\frac{1}{4}$ N $\frac{1}{4}$ NE $\frac{1}{4}$, and the North 210 feet of the S $\frac{1}{4}$ N $\frac{1}{4}$ E $\frac{1}{4}$ NW $\frac{1}{4}$.

T. 3 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 6: SE $\frac{1}{4}$.
 Section 7: S $\frac{1}{4}$; NE $\frac{1}{4}$; except the South 110 feet of the S $\frac{1}{4}$, as described in instrument recorded 6/17/68 in Book 1443 at Page 27.
 Section 18: W $\frac{1}{4}$ NE $\frac{1}{4}$, except the North 30 feet as described in instruments recorded in Book 3541 at Pages 499 and 503.

T. 3 S., R. 66 W., 6th P.M., Adams County, Colorado

Section 12: SE $\frac{1}{4}$, except the South 110 feet of the SE $\frac{1}{4}$, as conveyed in Book 1443 at Page 27.

T. 3 S., R. 66 W., 6th P.M., City and County of Denver, Colorado

Section 4: E $\frac{1}{4}$, except that part of the NE $\frac{1}{4}$ described as follows: Beginning at the N $\frac{1}{4}$ corner of said Section 4; thence N89°28'14"E along the North line of said NE $\frac{1}{4}$, 1962.13 feet; thence S56°02'59"W, 2376.61 feet to a point on the West line of said NE $\frac{1}{4}$; thence N00°24'40"E along the west line of said NE $\frac{1}{4}$, 1309.19 feet to the N $\frac{1}{4}$ corner of said Section 4, the point of beginning.
 Section 9: NE $\frac{1}{4}$.

TOGETHER WITH any and all water and water rights, whether tributary or non-tributary, surface or subsurface, ditches and ditch rights, reservoirs and reservoir rights, wells and well rights, used on or in connection with the aforescribed lands, including all water and all rights to withdraw, use, convey and otherwise exercise dominion over all water in and from those portions of the Denver, Arapahoe (upper Arapahoe and lower Arapahoe) and Larimer - Fox Hills Aquifers which underlie the aforescribed lands, as said rights are described in the decrees in Case No. 85CW412, 85CW413, 85CW414, 86CW033, 86CW034, 86CW035, 86CW213, 86CW230 and 86CW231, District Court, Water Division No. 1, State of Colorado, to the extent the same apply to the portions of the above-described aquifers which underlie said lands, and as defined by the provisions of §§37-90-101, et seq. and 37-92-101, et seq., C.R.S.; Denver Basin Rules and Regulations, 2 C.C.R. 402-6 and said decrees.

**LEGAL DESCRIPTION FOR LCF PORTION OF THE HEADQUARTERS
PARCEL:**

(NOTE: for the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being N78°54'09"E.)

Commencing at the NW corner of said Section 26; thence S00°32'48"W, 30.01 feet, along the Westerly line of the NW¼ of said Section 26 to the Southerly Right of Way line of 88th Ave. and the True Point of Beginning; thence N89°03'10"E, 1583.13 feet, along said Southerly Right of Way line to a point of non-tangent curvature on the centerline of proposed Highway E-470; thence along said centerline along the arc of a curve to the right, whose center bears S78°32'44"W, 7639.44 feet, through a central angle of 11°27'16", an arc length of 1527.27 feet, whose chord bears S05°43'38"E, 1524.73 feet to a point of tangency; thence continuing along said centerline S00°00'00"W, 1779.60 feet to the Northerly property line of the City and County of Denver as described in Book 3700 at Page 545 of the real estate records in the Office of the Clerk and Recorder of Adams County, Colorado; thence S89°28'25"W, 1754.58 feet along said Northerly property line to the Westerly line of the SW¼ of Section 26; thence N00°28'48"W, 665.19 feet along said Westerly line to the W¼ corner of said Section 26; thence N00°32'48"E, 2621.62 feet along the Westerly line of the NW¼ of said Section 26, to the Point of Beginning.

9-

B 6511050
BOOK 3148 PAGE 684

651105

BARGAIN AND SALE DEED

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

MAY 21 2 15 PM '86

This Deed, made this 20th day of May, 1986, between BOX ELDER FARMS CO., a Colorado corporation ("Box Elder"), and L. C. FULENWIDER, III, as Receiver for Box Elder, appointed March 24, 1986, nunc pro tunc March 7, 1986, by the Denver District Court in Case No. 85 CV 12928, whose legal address is c/o L. C. Fulenwider, Inc., Suite 2500, 1125 - 17th Street, Denver, Colorado 80202 (herein-after referred to collectively as the "Grantors") and L. C. FULENWIDER, INC., a Colorado corporation, whose legal address is Suite 2500, 1125 - 17th Street, Denver, Colorado 80202, the Grantee;

WITNESSETH:

That the said Grantors, for and in consideration of a sum less than Five Hundred Dollars (\$500.00) and other good and valuable consideration, to the said Grantors in hand paid by the said Grantee, the receipt and sufficiency whereof are hereby confessed and acknowledged, have sold and conveyed and by these presents do sell and convey unto the said Grantee, and the Grantee's successors and assigns forever, an undivided 22,498/45,000ths (49.99555%) interest in and to all of the real property of the Grantors situate, lying and being in the County of Adams, State of Colorado, including but not limited to all lands, easements, rights of way, leases, rents, issues, profits, water and water rights (tributary and non-tributary, decreed and undecreed, customarily used with or upon, or appurtenant to, said lands, including, without limitation, all of the water contained in the Laramie-Fox Hills, Denver and Arapahoe aquifers underlying said lands) ditches and ditch rights, wells and well rights, reservoirs and reservoir rights, minerals and mineral rights,

fixtures and improvements, and all rights and interests therein, to the extent necessary to carry out the intention of the Grantors to include in this description every right, title, interest, claim and estate of the Grantors without the specific enumeration thereof, so long as, and provided that, such right, title, interest, claim or estate is situate in Adams County, Colorado. The real property described in this Deed is hereinafter referred to collectively as the "Premises". This Deed is intended as a conveyance of no more than an undivided interest in the Premises equal to a fraction wherein 22,498 is the numerator and 45,000 is the denominator, which undivided interest, expressed as a percentage, is equal to an undivided 49.99555% interest in the Premises.

This Deed has been issued, executed and delivered by the Grantors together with four other deeds simultaneously issued, executed and delivered to four other grantees, all of which deeds are dated May 20, 1986, the same as this Deed. All five of said deeds, considered together, are intended, and shall be deemed, to convey all (100%) of the Grantors' interest in the Premises.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and the stated, undivided, estate, right, title, interest and claim of the Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

L. C. Fulenwider, III, executes this Deed in his capacity as President and Receiver of Box Elder and not in his individual capacity; and any liability asserted against him because of his execution of this Deed shall be satisfied only from the assets of Box Elder.

<p>DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Dr. Brighton, Colorado 80601 (303) 659-1161</p>	<p>FILED Document -- District Court CO Adams County District Court 17th JD 2012CV1397 Filing Date: Nov 14 2012 03:32PM MST Transaction ID: 47727509</p>
<p>Petitioner: FRONT RANGE PIPELINE LLC</p> <p>v.</p> <p>Respondent: DIBC ADAMS COUNTY, LLC, a Colorado limited liability company</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Petitioner: Daniel R. Frost, Esq., Atty. Reg. 8977 Holly R. Shilliday, Esq., Atty. Reg. 24423 Jessica E. Yates, Esq., Atty. Reg. 38003 Snell & Wilmer L.L.P. 1200 17th Street, Suite 1900 Denver, Colorado 80202 Telephone: (303) 634-2000 Facsimile: (303) 634-2020 E-mail: dfrost@swlaw.com, hshilliday@swlaw.com, cgarrison@swlaw.com, jyates@swlaw.com</p>	<p>Case No.</p> <p>Division</p>
<p style="text-align: center;">NOTICE OF LIS PENDENS</p>	

Please take notice that Petitioner Front Range Pipeline LLC ("FRP") has commenced the above-referenced action in Adams County District Court, Colorado, against the named Respondent.

The action is a condemnation proceeding which affects real property in which the Respondent may have an interest in Adams County, Colorado. The lands and appurtenances affected thereby are more particularly described in **Exhibit 1**, attached hereto.

Dated this 14th day of November, 2012

SNELL & WILMER L.L.P.

By: s/Holly R. Shilliday

Daniel R. Frost
Holly R. Shilliday
Jessica E. Yates
1200 17th Street, Suite 1900
Denver, Colorado 80202
Telephone: (303) 634-2000
Facsimile: (303) 634-2020

**Attorneys for Petitioner
Front Range Pipeline LLC**

Plaintiff's Address:
P.O. Box 4324
Houston, Texas 77210-4324

CO-AD-0021.00000
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT A

FILED Document - District Court
 CO Adams County District Court (17th JD)
 2012CV1397
 Filing Date: Nov 14 2012 03:32PM MST
 Transaction ID: 47727509

LEGAL DESCRIPTION FOR A PROPOSED 50 FOOT WIDE PERMANENT RIGHT-OF-WAY EASEMENT

DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY

A 50 FOOT WIDE PERMANENT EASEMENT FOR PIPELINE PURPOSES OVER, UNDER, AND ACROSS PART OF THE FOLLOWING DESCRIBED PARCEL, LOCATED IN THE NORTH HALF OF SECTION TWENTY (20), IN TOWNSHIP ONE (1) SOUTH, RANGE SIXTY FIVE (65) WEST OF THE SIXTH (6) P.M., ADAMS COUNTY, COLORADO:

LIMITED TITLE CERTIFICATE PROPERTY DESCRIPTION:

A CERTAIN PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST, EXCEPT THE EAST 210 FEET OF THE NORTHEAST QUARTER OF SECTION 20, OF THE 0TH P.M., ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED FROM I. C. FULENWIDER, INC., A COLORADO CORPORATION, TO DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED SEPTEMBER 2, 1997, RECORDED IN BOOK 5240 AT PAGE 663 UNDER RECEPTION NUMBER 00365971, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO.

EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 65 WEST, ADAMS COUNTY, COLORADO, BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN RECEPTION NUMBER 00365971; THENCE SOUTH 89 DEGREES 48 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTH HALF OF SAID SECTION 20, ALSO BEING THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 2987.0 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE SOUTH 14 DEGREES 56 MINUTES 59 SECONDS EAST, A DISTANCE OF 39.4 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 43 DEGREES 11 MINUTES 26 SECONDS EAST, A DISTANCE OF 232.3 FEET; THENCE SOUTH 54 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 66 DEGREES 01 MINUTES 50 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 78 DEGREES 09 MINUTES 19 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 19 SECONDS EAST, A DISTANCE OF 1766.0 FEET; THENCE SOUTH 83 DEGREES 51 SECONDS 12 SECONDS EAST, A DISTANCE OF 20.3 FEET, TO A POINT ON THE EASTERLY LINE OF SAID TRACT AND THE POINT OF TERMINATION, BEING 2376.0 FEET NORTHERLY OF THE SOUTHEASTERLY CORNER OF SAID TRACT.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID PERMANENT EASEMENT CONTAINING 110,453 SQUARE FEET OR 2.53 ACRES, MORE OR LESS, TOGETHER WITH:

A 40 FOOT WIDE TEMPORARY WORKSPACE, FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS PART OF THE ABOVE DESCRIBED PARCEL, SAID TEMPORARY WORKSPACE ADJOINS AND LES 40 FEET SOUTHERLY, AS MEASURED PERPENDICULAR TO, SAID PERMANENT EASEMENT.

THE SIDE LINES OF SAID TEMPORARY WORKSPACE ARE TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID TEMPORARY WORKSPACE CONTAINS, 91,247 SQUARE FEET OR 2.09 ACRES, MORE OR LESS.

NOTE:

1. BASIS OF BEARINGS, DISTANCES AND COORDINATES: UTM ZONE 13 NORTH, NAD-83, CORS98.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPIC THE ATTACHED DESCRIPTION.

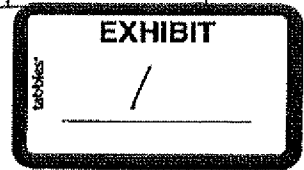
JAMES P. GROSZ, SURVEYOR
 COLORADO PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 28959 ABOVE DESCRIPTION
 PREPARED FOR AND ON BEHALF OF SKW INC.

SKW
SHAFFER, KLINE & WARREN, INC.
 1700 Swift, Suite 100,
 North Kansas City, MO 64116
 816/756-0414

SEE OWNERSHIP NAMES ABOVE
 CO-AD-0021.00000
 SECTION 20,
 TOWNSHIP 1 S, RANGE 65 W,
 ADAMS COUNTY, COLORADO

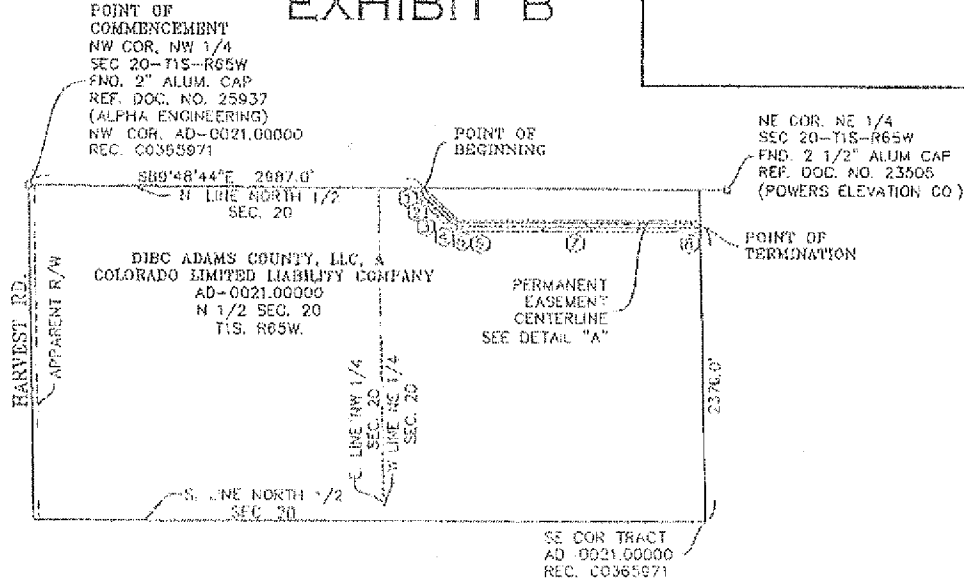
FRONT RANGE
 PIPELINE LLC

SHEET 1 OF 1



CO-AD-0021.00000
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT B



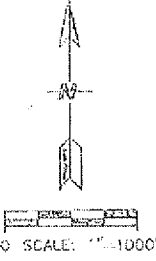
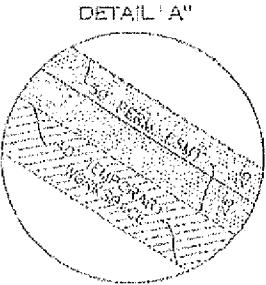
LINE TABLE		
(1)	S14°56'59"E	30.4'
(2)	S29°56'59"E	40.0'
(3)	S43°11'25"E	232.3'
(4)	S54°50'43"E	40.0'
(5)	S86°30'03"E	50.0'
(6)	S78°03'19"E	40.0'
(7)	S68°53'19"E	1766.0'
(8)	S69°51'12"E	20.3'

SUMMARY

PERMANENT EASEMENT AREA
 110,453 S.F. 2.53 ACRES

TOTAL LENGTH
 2,209.0 FEET OR 135.9 RODS

TEMPORARY WORKSPACE AREA
 91,247 S.F. 2.09 ACRES



- GENERAL NOTES:**
1. BASIS OF BEARINGS: UTM ZONE 13 NORTH, NAD-83, CORS96.
 2. RECORD INFORMATION AND TAX ID NUMBERS SHOWN HEREON ARE BASED ON A PUBLIC RECORDS SEARCH CONDUCTED BY SUMMIT RESOURCES, LLC.
 3. THIS EXHIBIT MAY NOT DEPICT ALL EXISTING UTILITIES IN THE AREA. PLEASE NOTIFY THE COLORADO 811 SYSTEM FOR UTILITY LOCATIONS BEFORE EXCAVATING OR DIGGING.
 4. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 5. SECTION AND TOWNSHIP LINES SUBJECT TO A 66' ROAD RIGHT-OF-WAY PER U.S. REV. STATUTE.

- LEGEND**
- PERMANENT EASEMENT
 - TEMPORARY WORKSPACE
 - ADDITIONAL TEMPORARY WORKSPACE

JAMES P. GREGG
 COLORADO PROFESSIONAL LAND SURVEYOR LICENSE NO. 26959
 ABOVE DESCRIPTION FOR AND ON BEHALF OF SKW INC

REV. 6: 8/14/12
 CHECKED BY: JRJ
 DRAFTED BY: ALH
 LS REVIEWED: JPG
SHAFFER, KLINE & WARREN, INC.
 1700 South Shilo 100,
 North Kansas City, MO 64116
 816/756-0444

SEE OWNERSHIP NAMES ABOVE
 CO-AD-0021.00000
 SECTION 20,
 TOWNSHIP 1 S, RANGE 65 W,
 ADAMS COUNTY, COLORADO

**FRONT RANGE
 PIPELINE LLC**
 SHEET 1 OF 1

CO-AD-0024.00000
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT A

LEGAL DESCRIPTION FOR A PROPOSED 50 FOOT WIDE PERMANENT RIGHT-OF-WAY EASEMENT
 DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY

A 50 FOOT WIDE PERMANENT EASEMENT, FOR PIPELINE PURPOSES OVER, UNDER, AND ACROSS PART OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN SECTION TWENTY ONE (21), IN TOWNSHIP ONE (1) SOUTH, RANGE SIXTY FIVE (65) WEST OF THE SIXTH (6) P.M., ADAMS COUNTY, COLORADO:

LIMITED TITLE CERTIFICATE PROPERTY DESCRIPTION:

A CERTAIN PARCEL OF LAND, BEING ALL OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 65 WEST, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED FROM L. C. FULENWIJER, INC., A COLORADO CORPORATION, TO DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED SEPTEMBER 2, 1997, RECORDED IN BOOK 5240 AT PAGE 663 UNDER RECEPTION NUMBER C0365971, LESS AND EXCEPT A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 21 PER RECEPTION NUMBER 2012000034870, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO

EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 65 WEST, ADAMS COUNTY, COLORADO; THENCE NORTH 00 DEGREES 56 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 2376.2 FEET TO A POINT ON THE WESTERLY LINE OF A TRACT OF LAND RECORDED IN RECEPTION NUMBER C0365971 AND THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 2857.8 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 2399.7 FEET; THENCE SOUTH 74 DEGREES 24 MINUTES 57 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 99 DEGREES 41 MINUTES 48 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 30 DEGREES 15 MINUTES 31 SECONDS EAST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 15 DEGREES 32 MINUTES 23 SECONDS EAST, A DISTANCE OF 40.2 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 59 SECONDS EAST, A DISTANCE OF 2231.6 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 59 SECONDS EAST, A DISTANCE OF 2634.2 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT AND THE POINT OF TERMINATION, ALSO BEING SOUTH 89 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 2528.2 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID PERMANENT EASEMENT CONTAINING 506,181 SQUARE FEET OR 11.60 ACRES, MORE OR LESS.

TOGETHER WITH:

A 40 FOOT WIDE TEMPORARY WORKSPACE, FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS PART OF THE ABOVE DESCRIBED PARCEL, SAID TEMPORARY WORKSPACE ADJOINS AND LIES 40 FEET SOUTHERLY, SOUTHWESTERLY AND WESTERLY AS MEASURED PERPENDICULAR TO, SAID PERMANENT EASEMENT.

THE SIDE LINES OF SAID TEMPORARY WORKSPACE ARE TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID TEMPORARY WORKSPACE CONTAINS, 402,066 SQUARE FEET OR 9.23 ACRES, MORE OR LESS.

TOGETHER WITH:


AN ADDITIONAL TEMPORARY WORKSPACE FOR CONSTRUCTION PURPOSES LOCATED ADJACENT TO THE ABOVE DESCRIBED TEMPORARY WORKSPACE, CONTAINING 7,500 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

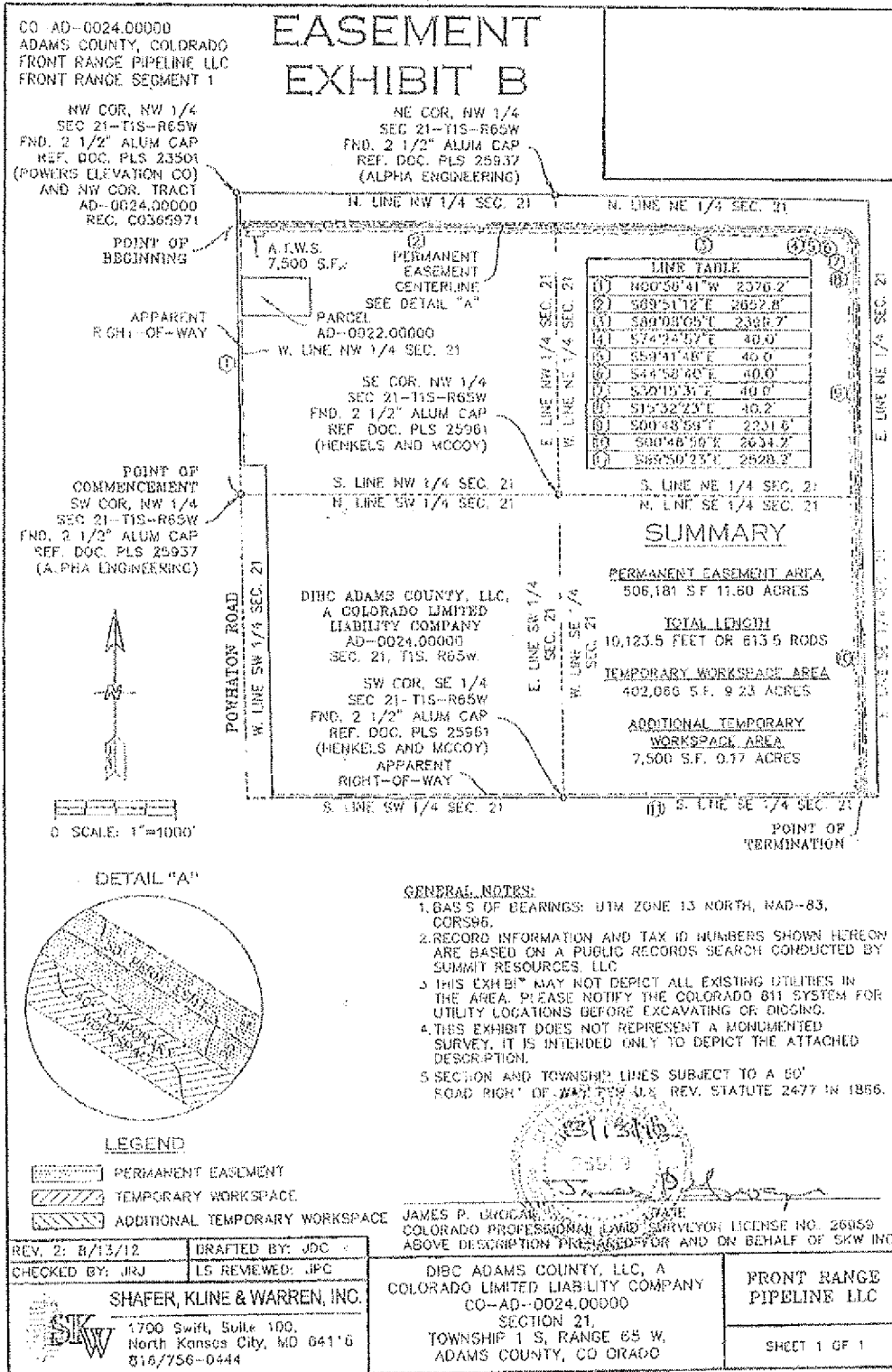
NOTE:

BASIS OF BEARINGS, DISTANCES AND COORDINATES: UTM ZONE 13 NORTH, NAD-83, CORS96.

1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

James P. Groff
 JAMES P. GROFF, STATE
 COLORADO PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 26058, AS A DESCRIPTION
 PREPARED FOR AND ON BEHALF OF SKW INC.

 SHAFER, KLINE & WARREN, INC. 1700 Swift, Suite 100, North Kansas City, MO 64116 816/755-0444	DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY CO-AD-0024.00000 SECTION 21, TOWNSHIP 1 S, RANGE 65 W, ADAMS COUNTY, COLORADO	FRONT RANGE PIPELINE LLC SHEET 1 OF 1



CO-AD-0027.00100
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT A

LEGAL DESCRIPTION FOR A PROPOSED 50 FOOT WIDE PERMANENT RIGHT-OF-WAY EASEMENT

DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY

A 50 FOOT WIDE PERMANENT EASEMENT FOR PIPELINE PURPOSES OVER, UNDER, AND ACROSS PART OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE SOUTH HALF OF SECTION THIRTY FOUR (34), IN TOWNSHIP ONE (1) SOUTH, RANGE SIXTY FIVE (65) WEST OF THE SIXTH (6) P.M., ADAMS COUNTY, COLORADO:

LIMITED TITLE CERTIFICATE PROPERTY DESCRIPTION:

A CERTAIN PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED FROM L. C. FULENWIDER, INC., A COLORADO CORPORATION TO DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED SEPTEMBER 2, 1997, RECORDED IN BOOK 5240 AT PAGE 663 UNDER RECEPTION NUMBER C0365971, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO.

EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 65 WEST, ADAMS COUNTY, COLORADO, BEING THE SOUTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN RECEPTION NUMBER C0365971; THENCE NORTH 89 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG THE SOUTH OF SAID SECTION 34, BEING THE SOUTHERLY LINE OF SAID TRACT, A DISTANCE OF 54.9 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 11 MINUTES 50 SECONDS WEST, A DISTANCE OF 200.0 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS WEST, A DISTANCE OF 2453.9 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, BEING THE NORTHERLY LINE OF SAID TRACT AND THE POINT OF TERMINATION, ALSO BEING 56.0 FEET EASTERLY FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, BEING THE NORTHWESTERLY CORNER OF SAID TRACT.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID PERMANENT EASEMENT CONTAINING 132,697 SQUARE FEET OR 3.05 ACRES, MORE OR LESS.

TOGETHER WITH:

A 40 FOOT WIDE TEMPORARY WORKSPACE, FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS PART OF THE ABOVE DESCRIBED PARCEL, SAID TEMPORARY WORKSPACE ADJOINS AND LIES 40 FEET EASTERLY, AS MEASURED PERPENDICULAR TO SAID PERMANENT EASEMENT.

THE SIDE LINES OF SAID TEMPORARY WORKSPACE ARE TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID TEMPORARY WORKSPACE CONTAINS, 102,424 SQUARE FEET OR 2.35 ACRES, MORE OR LESS.


TOGETHER WITH:

AN ADDITIONAL TEMPORARY WORKSPACE FOR CONSTRUCTION PURPOSES LOCATED ADJACENT TO THE ABOVE DESCRIBED TEMPORARY WORKSPACE, CONTAINING 7,500 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

NOTE:

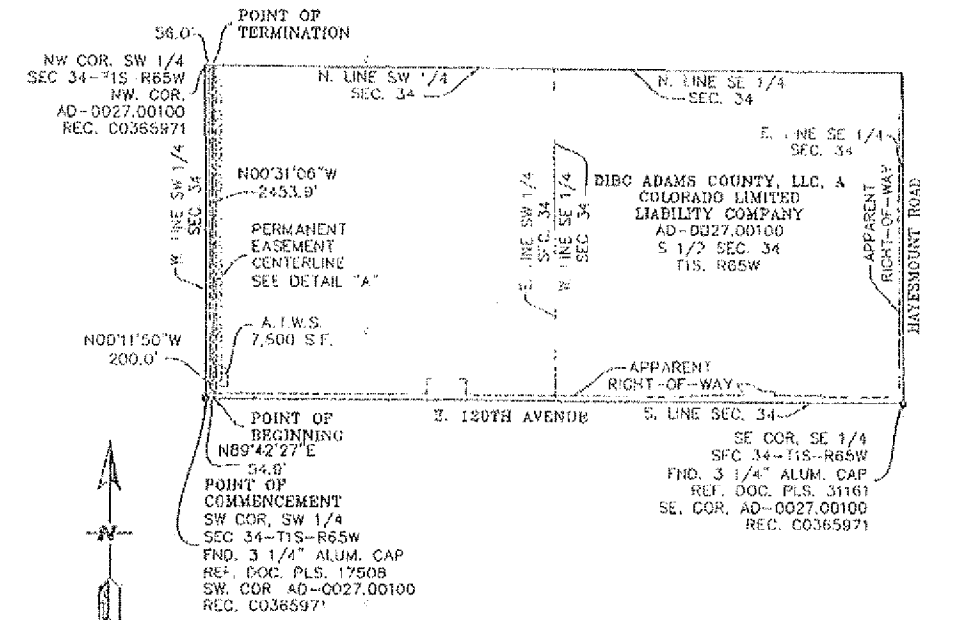
1. BASIS OF BEARINGS, DISTANCES AND COORDINATES: UTM ZONE 13 NORTH, NAD-83, COR596.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPIC THE ATTACHED DESCRIPTION.

James P. Crogan
 26959
 JAMES P. CROGAN
 COLORADO PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 26959 - ABOVE DESCRIPTION
 PREPARED FOR AND ON BEHALF OF SKW INC.

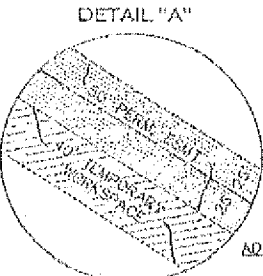
 SHAFER, KLINE & WARREN, INC. 1700 Swift, Suite 100, North Kansas City, MO 64116 816/756-0444	DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY NAME CO-AD-0027.00100 SECTION 34, TOWNSHIP 1 S, RANGE 65 W, ADAMS COUNTY, COLORADO	FRONT RANGE PIPELINE LLC
	SHEET 1 OF 1	

CO AD-0027.00100
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT B



SCALE: 1"=1000'



SUMMARY

PERMANENT EASEMENT AREA
 132,897 S.F. 3.05 ACRES

TOTAL LENGTH
 2653.9 FEET OR 160.8 RODS

TEMPORARY WORKSPACE AREA
 102,424 S.F. 2.35 ACRES

ADDITIONAL TEMPORARY WORKSPACE AREA
 7,500 S.F. 0.7 ACRES

LEGEND

- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

- GENERAL NOTES:**
1. BASIS OF BEARINGS: UTM ZONE 13 NORTH, NAD-83, COORDS.
 2. RECORD INFORMATION AND TAX ID NUMBERS SHOWN HEREON ARE BASED ON A PUBLIC RECORDS SEARCH CONDUCTED BY SUMMIT RESOURCES, LLC.
 3. THIS EXHIBIT MAY NOT DEPICT ALL EXISTING UTILITIES IN THE AREA. PLEASE NOTIFY THE COLORADO 811 SYSTEM FOR UTILITY LOCATIONS BEFORE EXCAVATING OR DIGGING.
 4. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 5. SECTION AND TOWNSHIP LINES SUBJECT TO A GOV. ROAD RIGHT OF WAY PER U.S. REV. STATUTE 34.

James P. Crogan
 2012
 28959

JAMES P. CROGAN
 COLORADO PROFESSIONAL LAND SURVEYOR LICENSE NO. 28959
 ABOVE DESCRIPTION PREPARED AND ON BEHALF OF SKW INC.

REV. 1: 8/24/12 DRAFTED BY: ALH
 CHECKED BY: JRJ I.S. REVIEWED: JPG

SHAFFER, KLINE & WARREN, INC.

 1700 Swil, Suite 100,
 North Kansas City, MO 64116
 816/796-0444

DIBC ADAMS COUNTY, LLC, A
 COLORADO LIMITED LIABILITY COMPANY
 CO-AD-0027.00100
 SECTION 34,
 TOWNSHIP 1 S, RANGE 65 W,
 ADAMS COUNTY, COLORADO

**FRONT RANGE
 PIPELINE LLC**
 SHEET 1 OF 1

CO-AD-0027.00200
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT

EASEMENT EXHIBIT A

LEGAL DESCRIPTION FOR A PROPOSED 50 FOOT WIDE PERMANENT RIGHT-OF-WAY EASEMENT

DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY

A 50 FOOT WIDE PERMANENT EASEMENT FOR PIPELINE PURPOSES OVER, UNDER, AND ACROSS PART OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTH HALF OF SECTION THREE (3), IN TOWNSHIP TWO (2) SOUTH, RANGE SIXTY FIVE (65) WEST OF THE SIXTH (6) P.M., ADAMS COUNTY, COLORADO:

LIMITED TITLE CERTIFICATE PROPERTY DESCRIPTION:

A CERTAIN PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED CLAIM DEED FROM L. C. TULENWIDER, INC., A COLORADO CORPORATION TO DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED SEPTEMBER 2, 1997, RECORDED IN BOOK 5240 AT PAGE 663 UNDER RECEPTION NUMBER CO365971, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO.

EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 65 WEST, ADAMS COUNTY, COLORADO, BEING THE NORTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN RECEPTION NUMBER CO365971; THENCE SOUTH 89 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 3, BEING THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 34.9 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE SOUTH 90 DEGREES 11 MINUTES 50 SECONDS EAST, A DISTANCE OF 2585.3 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 07 SECONDS EAST, A DISTANCE OF 5039.0 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 200.0 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, BEING A POINT ON THE EASTERLY LINE OF SAID TRACT AND THE POINT OF TERMINATION, ALSO BEING 30.4 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3, BEING THE SOUTHEASTERLY CORNER OF SAID TRACT.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID PERMANENT EASEMENT CONTAINING 391,245 SQUARE FEET OR 8.98 ACRES, MORE OR LESS.

TOGETHER WITH:

A 40 FOOT WIDE TEMPORARY WORKSPACE, FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS PART OF THE ABOVE DESCRIBED PARCEL, SAID TEMPORARY WORKSPACE ADJOINS AND LIES 40 FEET EASTERLY AND NORTHERLY, AS MEASURED PERPENDICULAR TO, SAID PERMANENT EASEMENT.

THE SIDE LINES OF SAID TEMPORARY WORKSPACE ARE TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID TEMPORARY WORKSPACE CONTAINS, 304,495 SQUARE FEET OR 6.99 ACRES, MORE OR LESS

TOGETHER WITH:

AN ADDITIONAL TEMPORARY WORKSPACE FOR CONSTRUCTION PURPOSES LOCATED ADJACENT TO THE ABOVE DESCRIBED TEMPORARY WORKSPACE, CONTAINING 15,000 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

NOTE:

1. BASIS OF BEARINGS, DISTANCES AND COORDINATES: UTM ZONE 13 NORTH, NAD-83, CORS98.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

JAMES P. ONDRAK, STATE
 COLORADO PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 25363
 PREPARED FOR AND ON BEHALF OF SKW INC.

SHAFFER, KLINE & WARREN, INC.

1700 Swift, Suite 100,
 North Kansas City, MO 64116
 816/756-0444

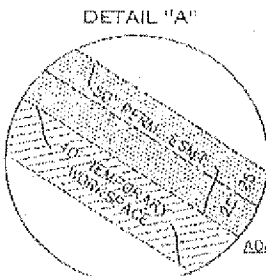
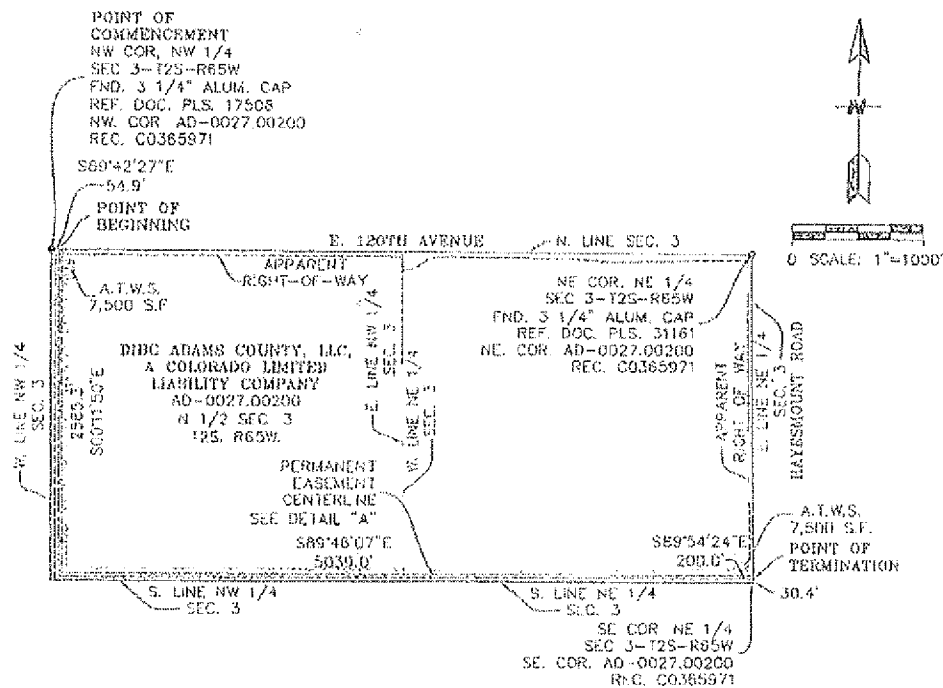
DIBC ADAMS COUNTY, LLC, A
 COLORADO LIMITED LIABILITY COMPANY
 CO-AD-0027.00200
 SECTION 3,
 TOWNSHIP 2 S. RANGE 65 W.
 ADAMS COUNTY, COLORADO

FRONT RANGE
 PIPELINE LLC

SHEET 1 OF 1

CO-AD-0027.00200
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT B



SUMMARY

PERMANENT EASEMENT AREA	391,245 S.F. 8.98 ACRES
TOTAL LENGTH	7,824.3 FEET OR 474.2 RODS
TEMPORARY WORKSPACE AREA	304,485 S.F. 6.99 ACRES
ADDITIONAL TEMPORARY WORKSPACE AREA	15,000 S.F. 0.34 ACRES

LEGEND

- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

- GENERAL NOTES:**
1. BASIS OF BEARINGS: UTM ZONE 13 NORTH, NAD 83, CORS96.
 2. RECORD INFORMATION AND TAX ID NUMBERS SHOWN HEREON ARE BASED ON A PUBLIC RECORDS SEARCH CONDUCTED BY SUMMIT RESOURCES, LLC.
 3. THIS EXHIBIT MAY NOT DEPICT ALL EXISTING UTILITIES IN THE AREA. PLEASE NOTIFY THE COLORADO 811 SYSTEM FOR UTILITY LOCATIONS BEFORE EXCAVATING OR DIGGING.
 4. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 5. SECTION AND TOWNSHIP LINES SUBJECT TO A 60' ROAD RIGHT OF WAY PER U.S. REV. STATUTE 247.21-1956.

James P. Crogan
 28.116
 James P. Crogan

JAMES P. CROGAN, LAND SURVEYOR LICENSE NO. 26959
 ABOVE DESCRIPTION PREPARED FOR AND ON BEHALF OF SKW INC.

REV.1: 8/24/12	DRAFTED BY: ALH
CHECKED BY: JRJ	LS REVIEWED: JFG

SHAFFER, KLINE & WARREN, INC.
 1700 Swift, Suite 100,
 North Kansas City, MO 64116
 816/750-0444

DIBC ADAMS COUNTY, LLC, A
 COLORADO LIMITED LIABILITY COMPANY
 CO-AD-0027.00200
 SECTION 3,
 TOWNSHIP 2 S, RANGE 65 W,
 ADAMS COUNTY, COLORADO

FRONT RANGE
 PIPELINE LLC
 SHEET 1 OF 1

CO-AD-0030.00000
 ADAMS COUNTY, COLORADO
 FRONT RANGE PIPELINE LLC
 FRONT RANGE SEGMENT 1

EASEMENT EXHIBIT A

LEGAL DESCRIPTION FOR A PROPOSED 50 FOOT WIDE PERMANENT RIGHT-OF-WAY EASEMENT

DIBC ADAMS COUNTY LLC, A COLORADO LIMITED LIABILITY COMPANY

A 50 FOOT WIDE PERMANENT EASEMENT FOR PIPELINE PURPOSES OVER, UNDER, AND ACROSS PART OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTH HALF OF SECTION TWO (2), IN TOWNSHIP TWO (2) SOUTH, RANGE SIXTY FIVE (65) WEST OF THE SIXTH (6) P.M., ADAMS COUNTY, COLORADO:

LIMITED TITLE CERTIFICATE PROPERTY DESCRIPTION:

A CERTAIN PARCEL OF LAND, BEING THE NORTH HALF OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED FROM L. C. FULENWIJER, INC., A COLORADO CORPORATION, TO DIBC ADAMS COUNTY, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED SEPTEMBER 2, 1997, RECORDED UNDER RECEPTION NUMBER C0365971, LESS AND EXCEPT 5.8238 ACRES PER RECEPTION NUMBER 20060905000893860, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO.

EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 65 WEST, ADAMS COUNTY, COLORADO, ALSO BEING THE SOUTHEASTERLY CORNER OF A TRACT OF LAND RECORDED IN RECEPTION NUMBER C0365971; THENCE NORTH 00 DEGREES 23 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 2 AND THE EASTERLY LINE OF SAID TRACT, A DISTANCE OF 32.9 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 150.0 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 5129.2 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, BEING THE WESTERLY LINE OF SAID TRACT AND THE POINT OF TERMINATION, ALSO BEING 30.4 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND THE SOUTHWESTERLY CORNER OF SAID TRACT.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.

SAID PERMANENT EASEMENT CONTAINING 263,959 SQUARE FEET OR 6.06 ACRES, MORE OR LESS.

TOGETHER WITH:

A 40 FOOT WIDE TEMPORARY WORKSPACE, FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS PART OF THE ABOVE DESCRIBED PARCEL, SAID TEMPORARY WORKSPACE ADJOINS AND LIES 40 FEET NORTHERLY, AS MEASURED PERPENDICULAR TO, SAID PERMANENT EASEMENT.

THE SIDE LINES OF SAID TEMPORARY WORKSPACE ARE TO BE SHORTENED OR EXTENDED AS NEEDED TO INTERSECT WITH THE BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT.


SAID TEMPORARY WORKSPACE CONTAINS 210,097 SQUARE FEET OR 4.82 ACRES, MORE OR LESS.

TOGETHER WITH:


AN ADDITIONAL TEMPORARY WORKSPACE FOR CONSTRUCTION PURPOSES LOCATED ADJACENT TO THE ABOVE DESCRIBED TEMPORARY WORKSPACE, CONTAINING 7,500 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

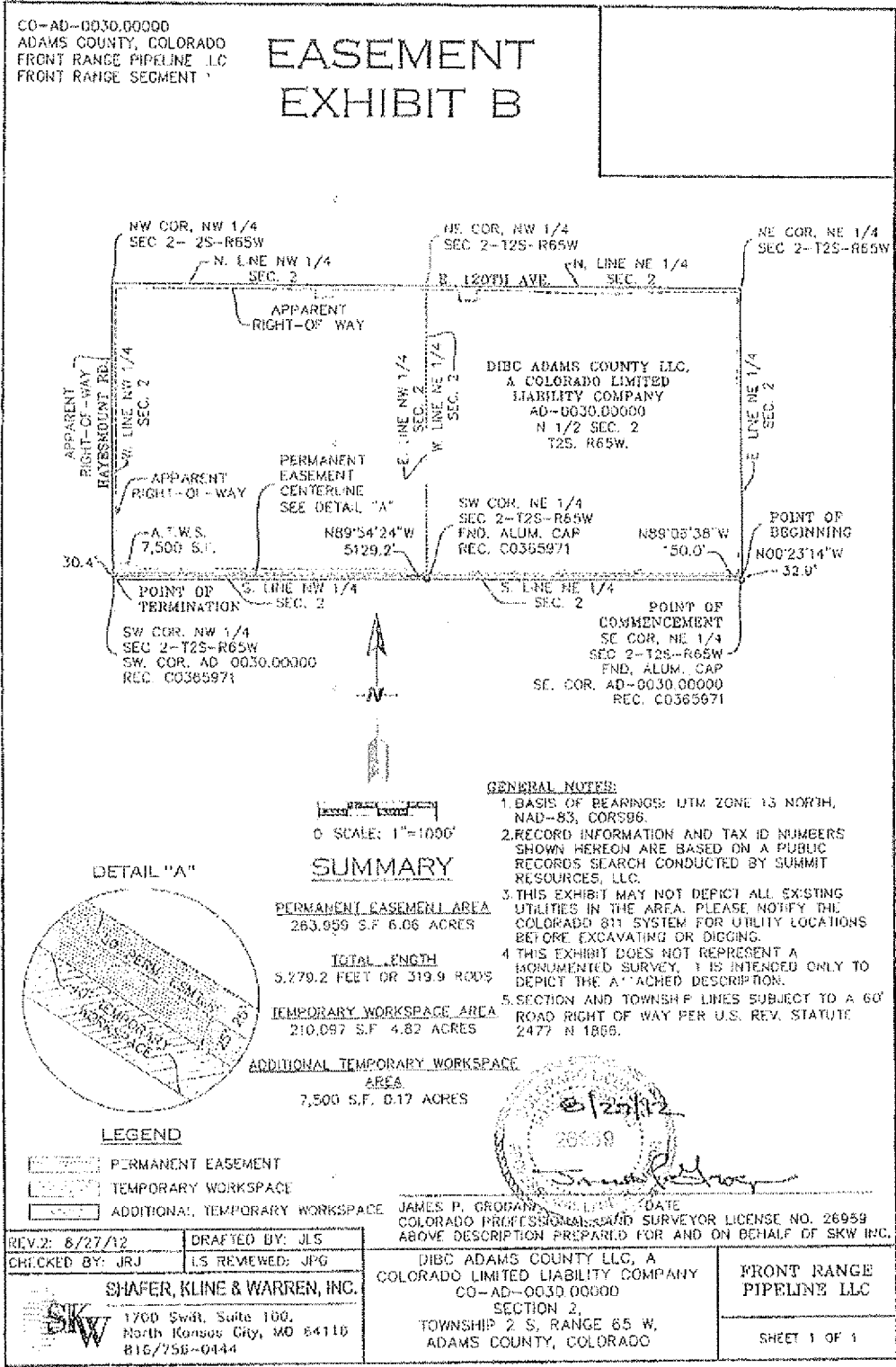
NOTE:

1. BASIS OF BEARINGS, DISTANCES AND COORDINATES: UTM ZONE 13 NORTH, NAD-83, COR596.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

20050
 8/27/12


JAMES P. GROGAN, DATE
 COLORADO PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 26950 ABOVE DESCRIPTION
 PREPARED FOR AND ON BEHALF OF SKW INC.

 SHAFER, KLINE & WARREN, INC. 1700 South, Suite 100, North Kansas City, MO 64116 816/756-0444	DIBC ADAMS COUNTY LLC, A COLORADO LIMITED LIABILITY COMPANY CO-AD-0030.00000 SECTION 2, TOWNSHIP 2 S, RANGE 65 W, ADAMS COUNTY, COLORADO	FRONT RANGE PIPELINE LLC
	SHEET 1 OF 1	



DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Dr. Brighton, Colorado 80601 (303) 659-1161	
Petitioner: FRONT RANGE PIPELINE LLC v. Respondent: DIBC ADAMS COUNTY, LLC, a Colorado limited liability company	▲ COURT USE ONLY ▲
Attorneys for Petitioner: Daniel R. Frost, Esq., Atty. Reg. 8977 Holly R. Shilliday, Esq., Atty. Reg. 24423 Jessica E. Yates, Esq., Atty. Reg. 38003 Snell & Wilmer L.L.P. 1200 17 th Street, Suite 1900 Denver, Colorado 80202 Telephone: (303) 634-2000 Facsimile: (303) 634-2020 E-mail: dfrost@swlaw.com, hshilliday@swlaw.com, jyates@swlaw.com	Case No. 2012CV1397 Division C
RELEASE OF LIS PENDENS	

Petitioner, Front Range Pipeline LLC, a Delaware limited liability company ("**Petitioner**"), by and through undersigned counsel, hereby releases the Notice of Lis Pendens associated with the above-captioned case.

1. In connection with this lawsuit, Petitioner recorded a Notice of Lis Pendens against the property at issue in the case, in the real property records of Adams County on November 16, 2012, at Reception No. 2012000087049.

2. On or about December 27, 2012, Petitioner and Respondents entered into an agreement for the voluntary conveyance of the easement sought to be condemned in this case and a Notice of Dismissal was filed.

WHEREFORE, Petitioner immediately releases the Lis Pendens.

Dated this 8th day of January, 2013

Respectfully Submitted,

SNELL & WILMER L.L.P.

By: *[Signature]*
Daniel R. Frost, Esq., Atty. Reg. 8977
Holly R. Shilliday, Esq., Atty. Reg. 24423
Jessica E. Yates, Esq., Atty. Reg. 38003
1200 17th Street, Suite 1900
Denver, Colorado 80202
Telephone: (303) 634-2000
Facsimile: (303) 634-2020

**Attorneys for Petitioner
Front Range Pipeline LLC**

ACKNOWLEDGMENT

State of Colorado)
)
City and County of Denver)

The foregoing **RELEASE OF LIS PENDENS** was acknowledged before me this 8th day of January, 2013 by Daniel R. Frost, attorney for Petitioner.

JESSICA L. MUELLER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 09/24/2013

[Signature]
Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of January, 2013, a true and correct copy of the foregoing document was filed via ICCES and served via ICCES and/or U.S. first class mail to those persons listed below.

DIBC ADAMS COUNTY, LLC
c/o L.C. Fulenwider III, Registered Agent
1125 Seventeenth Street, Suite 2500
Denver, Colorado 80202

Donald M. Ostrander, #12458
Joel M. Spector, #36561
Duncan, Ostrander & Dingess, P.C.
3600 S. Yosemite Street,
Suite 500
Denver, CO 80237

/s/ Lesa Terry
Lesla Terry for Snell & Wilmer L.L.P.

3399857 06/29/2006 04:08P Weld County, CO
1 of 1 R 6.00 D 0.00 Steve Moreno Clerk & Recorder

20060807000798910 Adams Co 1/1
08/07/2006 03:00:53PM \$.00
Carol Snyder, Clerk \$6.00

MEMORANDUM OF AGREEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

This Memorandum is made this 21st day of June, 2006, by Noble Energy Production, Inc. ("Noble"), 1625 Broadway, Suite 2000, Denver, CO 80202.

On July 20th, 2005, DIBC Adams County LLC ("Surface Owner") and Noble entered into a Surface Use Agreement (the "Agreement") providing for the use of the surface of the land described below by Noble in connection with certain oil and gas operations and the compensation to Surface Owner for all damages (except as provided in the Agreement) to the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsite to be located in:

Township 1 South, Range 65 West, 6th P.M.
Section 20: NE/4NW/4
Adams County, Colorado

This Memorandum of Agreement is executed by Noble and placed of record in Adams County, Colorado for the purpose of placing all persons on notice of the existence of the Surface Use Agreement. A true and complete copy of the Agreement is available from Noble to any person with an interest in the above described land.

NOBLE ENERGY PRODUCTION, INC.

By: David W. Siple ERK
David W. Siple
Attorney-In-Fact

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of June 2006, by David W. Siple as Attorney-In-Fact of Noble Energy Production, Inc.

[SEAL]

My commission expires: _____
Kathryn Portus
Notary Public

Collins HH 20-3J

KATHRYN PORTUS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 2/9/2009

Noble Energy
1625 Broadway Ste
Denver, CO 80202
attn: Land Dept k

This Deed, Made this 30th day of August in the year of our Lord one thousand nine hundred and four between W. J. Lambert

QUIT-CLAIM DEED.
W. J. Lambert
TO
Harper M. Oratwood
Filed for record at 4 o'clock P.M.,
Aug 30 1904
C. E. Ramsey
Recorder.

of the County of Douglas, and State of Colorado, of the first part, and
Harper M. Oratwood

of the City and County of Denver and State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seventy five (\$75.00) Dollars,

to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and quit-claimed, and by these presents does remise, release, sell, convey and quit-claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate situate, lying and being in the County of Adams,

and State of Colorado, to wit:

North half of section twenty (except Carlisbad) Township one, ^{South} of range sixty-five west

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

W. J. Lambert

SEAL
SEAL
SEAL

Signed, Sealed and Delivered in Presence of

STATE OF COLORADO,
City and COUNTY OF Denver } ss. Harper M. Oratwood
a Notary Public in and for said City and County, in the State aforesaid, do hereby certify that W. J. Lambert

who is personally known to me to be the person whose name is subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of August A. D. 1904

My commission expires August 11, 1904

Harper M. Oratwood
Notary Public.

NOTARIAL
SEAL



CHANGE OF DEPOSITORY AND RATIFICATION OF LEASE

Lease No. 12933-A1

WHEREAS, The British-American Oil Producing Co., hereinafter called party of the first part, is the owner and holder of an oil and gas lease on the following described land in

Adams County, State of Colorado, to-wit:

The North one-half (N 1/2) of Section Twenty (20) Township One (1) South, Range Sixty-five (65) West of 6th P.M.

which lease was executed by Fred Wagner and Molly Wagner

on the 24th day of June, 1958, to British-American Oil Producing Co.

for a term of five years, and recorded in

Book 723, Page 235 of the records of said County, and

WHEREAS, the undersigned is the owner of an undivided one-half interest in the oil, gas and other minerals, subject to said lease, insofar as it covers

The North one-half (N 1/2) of Section Twenty (20) Township One (1) South, Range Sixty-five (65) West of 6th P. M.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, and of a full compliance with the terms of said oil and gas lease by party of the first part, its successors, ~~heirs or assigns~~, for and during the remainder of the term of said oil and gas lease, the undersigned hereby designates The Denver United

States National Bank of Denver, Colorado, its successors or assigns (instead of the Bank named in said lease or in any subsequent agreement), as the depository for delay rentals due or to become due under said lease insofar as it covers the interest of the undersigned. The further option is hereby granted to the party of the first part to pay the undersigned's portion of delay rentals under said lease by its check made payable to the order of and mailed by Registered Letter to the Postoffice address of the undersigned, to-wit: No. 9 Equitable Building, Denver 2, Colorado.

Should party of the first part elect to maintain said lease in force, the deposit of rental to the credit of the undersigned in the above named Bank, or the payment of said rental by check of the party of the first part made payable to the order of and mailed by Registered Letter to the Postoffice address of the undersigned, shall constitute a complete and legal payment of said delay rental; and, except as modified hereby, said lease shall remain in full force and effect according to its terms, and said oil and gas lease is hereby ratified and confirmed by the undersigned to the party of the first part, its successors, ~~heirs or assigns~~. The party of the first part shall not be responsible for the payment of such delay rental or any part thereof to the heirs, administrators, successors or assigns of the undersigned unless and until said party of the first part shall be furnished with legally sufficient evidence of such change of ownership.

This contract shall be binding on the ~~heirs~~, successors, ~~administrators~~ or assigns of the undersigned.

IN WITNESS WHEREOF, this instrument is signed on this the 19th day of

19 June, 1959. Assistant Secretary

BOX ELDER FARMS CO. By H.E. Trenchard Vice President

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)
COUNTY OF _____ }
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

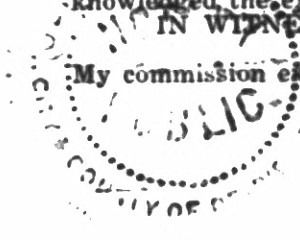
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)
COUNTY OF _____ }
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

STATE OF COLORADO } ss. ACKNOWLEDGMENT FOR CORPORATION
CITY AND COUNTY OF DENVER }
Be it remembered that on this 19th day of June, 1959, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state aforesaid, came H. C. VanSchaack
Vice president of Box Elder Farms Co.

a corporation of the State of Colorado, personally known to me to be such officer, and to be
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-
knowledged the execution of the same for himself and for said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires _____ My Commission expires November 7, 1960 Frank H. Carlson
Notary Public



No. 588665

**Change of Depository
and Ratification of Lease**

FROM Wagner, Fred. & Molly
TO Denver United States National Bank

Date _____ 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____

STATE OF COLORADO } ss.
County of ADAMS }

This instrument was filed for record on the
day of JUL 27 1959
at 8:45 o'clock A.M., and duly recorded
in Book 791 Page 590 of
the records of this office FRANK H. CARLSON
Register of Deeds.

By Oliver E. Barnes
When recorded, return to
Adams County Abstract Co.
Leighton, Colo.

THE KANSAS BLUE PRINT CO.
141 NORTH MARKET ST. WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL
COUNTY OF _____ }
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____ Notary Public

Recorded AUG 18 1953 at 8:35 o'clock A.M. Reception No. 406343

Colo.-Neb. Producers 88 A

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 29th day of July, 1953, by and between Willard Nazarenus, a single man, Box 307, Derby, Colorado

hereinafter called "Lessor" (whether one or more), and J. E. Spaulding, 201 California Bldg., Denver, Colorado, hereinafter called "Lessee."

1. Lessor, for and in consideration of the sum of Ten and no/100- - - - - DOLLARS (\$ 10.00) in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee, for the purpose of investigating, exploring, prospecting, drilling and mining for, and producing, saving, taking, appropriating, owning, storing, treating, manufacturing, refining, transporting and marketing petroleum oil, gas, casinghead gas, condensate, distillate and all other minerals and all products and by-products thereof, and for the purpose of laying pipe lines, building tanks, treating and manufacturing plants, refineries, gasoline recycling and repressuring plants, power houses and stations, telegraph and telephone lines, roads, houses for employees, and all other structures thereon necessary or convenient in the conduct of any of such operations, and regardless of whether or not such structures and facilities are used exclusively for the products from the hereinafter described premises, all of the following described land situated in the County of Adams State of Colorado to-wit:

In Township 1 South, Range 65 West:

Section 20 - N 1/2 and SE 1/4

Section 28 - NE 1/4

containing 640 acres more or less, but for the purpose of rental payments considered as exactly that number of acres and including a release and waiver of the rights of homestead and dower, if any, under the laws of said state. five (5) 1/2

2. Subject to the further provisions hereof, this lease shall continue in full force and effect for a period of 5 1/2 years from this date, hereinafter referred to as the primary term, and as long thereafter as either (1) oil, gas, casinghead gas, distillate, condensate or any other mineral is produced from the land herein leased, or (2) the shut-in gas well royalty is paid in accordance with paragraph 3 (b) hereof, or (3) drilling operations are conducted in good faith on the land herein leased as herein provided. As used in this lease, drilling operations shall include the drilling of a new well, the reworking, deepening or plugging back of a well or hole, or any other operations conducted in an effort to obtain or reestablish production; and such drilling operations shall be considered as being conducted in good faith if not more than ninety (90) days are permitted to elapse between the completion or abandonment of one well or operations thereon and the commencement of drilling operations on another well or hole upon the leased premises.

3. (a) Lessee shall deliver to Lessor as royalty on oil one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor to the pipe line to which the wells may be connected, or Lessee, at its option, shall have the right to purchase the royalty oil by paying Lessor the market price therefor prevailing in the field where produced on the date of purchase.

(b) Lessee shall pay Lessor as royalty on gas (to be defined as including dry gas, casinghead gas, distillate, condensate and all other gaseous substances) produced from said land and sold or used by Lessee off the land or in the manufacture of gasoline or other products, the market value at the mouth of the wells of one-eighth (1/8) of such gas so sold or used. On all gas sold at the wells by Lessee the royalty shall be one-eighth (1/8) of the amount realized from such sales. Notwithstanding anything herein to the contrary, where gas from a well or wells capable of producing gas only is not produced, sold or used, due to a lack of market or any other cause beyond the reasonable control of Lessee, and in the absence of oil production or other production from said premises and whether during or after the primary term hereof, this lease shall nevertheless continue in full force and effect if Lessee pays or tenders to Lessor, as royalty, the annual delay rental hereunder, determined by the number of acres out of the lands above described then retained by Lessee, or an amount equivalent to the annual delay rental so determined, such payment or tender to be made on or before the anniversary date of this lease next following the date the well or wells are shut in, and annually thereafter until the gas can be profitably produced and marketed or until oil or other mineral is produced from said premises. Said amount, if paid or tendered by Lessee, shall be paid or tendered at the place and in the manner herein provided for the payment of annual delay rentals. Upon the commencement or resumption of the production of gas after any such shut-in gas well royalty payment or payments have been made this lease shall continue in force and effect subject to the further provisions hereof.

(c) On all other minerals mined and marketed, one-tenth (1/10) either (at Lessee's option) in kind or value at the well or mine except that on sulphur the royalty shall be One Dollar (\$1.00) per long ton.

(d) Lessee shall have free use of oil, gas, coal, wood and water from said land except water from Lessor's wells for all operations hereunder, and the royalties hereinabove provided shall be computed after deducting any products so used. Lessor shall have the privilege, at his risk and expense, of using dry gas from any dry gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder. Lessee shall have the right at any time during or after the term of this lease to remove all property and fixtures of whatsoever kind placed by Lessee on said land, including the right to draw and remove all casing from wells. Lessee shall pay all damages caused by Lessee's operations hereunder to growing crops or timber on said land.

4. If operations for the drilling of a well are not commenced on the land herein leased on or before one year from this date, this lease shall terminate unless on or before such anniversary date Lessee shall pay or tender to Lessor or deposit or tender for deposit to the credit of Lessor in the

Bank of Aurora Aurora, Colorado, or its successors (which bank and its successors are Lessor's

agents and shall continue as the depository for all rentals payable hereunder regardless of any change in the ownership of said land or the rental) the sum of Six Hundred Forty and no/100- - - - - Dollars (\$ 640.00), which payment shall maintain Lessee's rights hereunder in effect as to all such land without commencement of drilling operations for the period of one year. In like manner and upon like payments or tender annually the commencement of drilling operations may be further deferred for successive annual periods during the primary term hereof. All such payments (herein called rentals) or tenders may be made by check or draft of Lessee or any assignee of Lessee mailed or delivered to Lessor or to the depository bank on or before the rental paying date. Should the named depository or any successor refuse to receive rentals or cease doing business, Lessor shall designate another bank as depository, and the time for payment of rentals shall be automatically extended for a period ending 30 days after the Lessee has received a written recordable designation by Lessor of such other depository. In the event of the death, minority or other disability of any person entitled to receive rentals hereunder which Lessee may desire to pay, it shall be sufficient for Lessee to deposit or tender for deposit such rental to the credit of such person or the estate of such person in said depository until Lessee has been furnished with evidence, satisfactory to it, that a representative of the estate of such person has been duly appointed by a court of competent jurisdiction, or, in the case of death and in the absence of administration, until Lessee shall have been furnished with evidence, satisfactory to it, of the identity of the person or persons entitled to receive any such rental.

5. (a) If, at any anniversary date hereunder, operations for the drilling of a well are being conducted at some location on the leased premises, or if oil, gas or other mineral is being produced from the leased premises, then this lease shall continue in full force and effect for the annual period next following without the payment of any delay rental. If, during the first year of the primary term hereof, a dry hole is completed on the leased premises, this lease shall continue in full force and effect until the second anniversary date hereunder without the payment of any delay rental.

(b) If, after the first year of this lease, but within the primary term and in the absence of production of oil, gas or other mineral from the leased premises, Lessee should complete a dry hole or abandon drilling operations on a well on the leased premises, or if, within such period, production from such leased premises should cease for any reason, this lease shall not terminate if Lessee, on or before the next ensuing rental paying date or within ninety (90) days from such completion, abandonment or cessation (whichever period is the longer), either (1) commences additional drilling operations, or (2) obtains or resumes production, or (3) pays the rentals (in either event the effect shall be the same as though such operations or production had been commenced or the rental paid on or before the rental paying date); but if there be no such rental paying date under the terms hereof, then this lease shall continue in effect if either (1) within ninety (90) days from the cessation of production or the completion of the dry hole or abandonment of drilling operations, or (2) before the expiration of the primary term (whichever period is the longer), Lessee resumes or establishes production or commences drilling operations on a well on such leased premises.

(c) If, at the expiration of the primary term, oil, gas or other mineral is not being produced from any part of the leased premises, but Lessee shall have then commenced drilling operations on a well upon such leased premises or commences such operations within the period specified in subparagraph (b) above, this lease shall continue in full force and effect as long as such operations are conducted in good faith, and should production result therefrom, then so long thereafter as oil, gas, or other mineral is produced therefrom and/or subsequent drilling operations are prosecuted thereon in good faith as herein provided.

(d) If, after the expiration of the primary term hereof, production on the leased premises should cease, this lease shall not terminate, but Lessee shall have a period of ninety (90) days from the cessation of production within which to commence drilling operations on such leased premises; and this lease shall remain in full force and effect as long as production continues (if production is obtained or restored by such drilling operations) or drilling operations are prosecuted as provided above.

6. If Lessor owns a less interest in the oil, gas and other minerals in and under the above described land than the entire fee simple estate then whether or not such less interest is referred to or described herein all royalties, rentals and other payments payable hereunder shall be reduced to the proportion that Lessor's interest in the oil, gas and other minerals bears to the entire and undivided fee simple estate therein.

7. Lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring, pressure maintenance and recycling facilities, and for such purposes may locate such facilities, including input wells, upon the leased premises. Likewise, salt water disposal facilities may be located and maintained upon the leased premises regardless of whether or not such facilities are used exclusively for production purposes from the lands herein leased, and for the last mentioned purpose Lessee may inject water, brine and other fluids into subsurface strata in and under the leased premises.

8. The estate of either party hereto may be assigned in whole or in part and the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties, but no change in the ownership of the leased premises or in the rentals, royalties or other payments herein mentioned, however brought about, shall be binding on Lessee for any purpose until Lessee shall have been furnished with a certified copy of the instrument of transfer evidencing such change in ownership together with an abstract or certified copies of all conveyances recorded subsequent to the date of this lease, showing the title of the party claiming as a result of such change in ownership. No change in or division of the ownership of the right to receive royalties, delay rentals or other payments accruing to Lessor hereunder shall operate to increase or enlarge the obligations or to diminish the rights of Lessee hereunder with respect to the location or number of wells or any other obligation, whether express or implied, nor shall Lessee be required to separately measure or store or to separately account for royalties or other payments on account of production from any particular portion of the land herein leased. If this lease is assigned in whole or in part Lessor shall look solely to the assignee for the performance of this lease as to the interest assigned, and if this lease is assigned as to a segregated tract or tracts, the delay rentals herein provided for shall be apportioned ratably on the basis of area between the several segregated tracts thereby resulting, and default in the payment of rental as to any one or more of such segregated tracts shall not affect this lease as to any land in connection with which rentals are duly paid or tendered. Lessee shall have the right at any time to release and surrender this lease as to all or any part or parts of the land herein described by delivering to Lessor or placing of record in the office of the County Clerk in the County where all or any part of the leased premises are situated, a release or releases describing the lands desired to be surrendered, and as to such lands Lessee shall thereupon be relieved of any and all obligations hereunder. A failure to pay or tender rentals in accordance with the terms hereof, apportioned on an acreage basis to any part of the land herein, described, shall be construed as a relinquishment of this lease as to such lands only, and such failure shall not affect the validity of this lease as to any land for which rentals are ratably paid or tendered. Lessee agrees to pay lessor for any and all damage to lessor's

wa ter wells as a result of lessee's seismograph operations. 7.7



9. All express and implied covenants of this lease, both before and after production is obtained upon the leased premises, shall be subject to all acts of God, war, weather, labor disputes, shortages of equipment or material, Federal and State laws, executive orders, rules and regulations, and notwithstanding anything herein to the contrary, this lease shall not expire, terminate or be forfeited in whole or in part, nor shall Lessee be liable for damages for failure to comply with any of said covenants so long as or if compliance therewith is hindered, delayed or prevented by any of said causes or such law, order, rule or regulation. If compliance with any of the provisions of this lease, either expressed or implied, is hindered, delayed or prevented by reason of any such cause, law, order, rule or regulation at the expiration of the primary term, the primary term shall be and the same is hereby extended for the full term of such hindrance, delay or prevention and for a period of one (1) year after such law, order, rule or regulation causing or resulting in the delay, hindrance or prevention has as to the lands herein leased become wholly ineffective. Prior to the discovery of oil, gas or other mineral upon the leased premises the extension herein granted shall be ineffective unless Lessee shall, during the primary term and during the period of such hindrance, delay or prevention, commence or continue to pay or tender the annual delay rentals hereinabove mentioned as to all lands then subject to this lease on each anniversary rental paying date as the same become due and payable or until drilling operations are commenced or production of oil, gas or other mineral is obtained in accordance with the other provisions of this lease, and the payment or tender of such rentals at such times shall have the same force and effect as rental payments paid or tendered during the primary term hereinabove mentioned. If rental payments have been suspended under the terms of this lease prior to the time Lessee is hindered, delayed or prevented by any such law, order, rule or regulation, Lessee may resume the payment or tender of the annual delay rental on the rental date next ensuing after Lessee has been hindered, delayed or prevented from complying with provisions of this lease as aforesaid, and the resumption of the payment of delay rentals shall have the same force and effect as though rentals had been continuously paid on each rental paying date, and by continuing such rental payments Lessee may extend this lease beyond the primary term for the full period hereinabove mentioned.

Notwithstanding anything herein to the contrary, if, while this lease is in effect, oil, gas or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the aforementioned causes, laws, orders, rules or regulations, or for any reason beyond the control of Lessee, this lease shall nevertheless be considered as producing and shall continue in full force and effect (without payment of delay rentals either during or after the primary term) until Lessee is permitted to produce the oil, gas or other mineral, and when Lessee is permitted to produce, then this lease shall continue in force and effect as long thereafter as such production continues or drilling or reworking operations are conducted as elsewhere herein provided.

10. If six or more persons be or become entitled to rentals or royalties hereunder, they shall, by a sufficient written instrument, designate an agent to receive payment for all, and Lessee shall not be required to make any payment until furnished with such instrument.

11. Lessor hereby warrants and agrees to defend the title to said land. Lessee may, without being obligated so to do, pay and discharge any taxes or other obligations, or any part thereof, or interest thereon, secured by a lien upon all or any part of said land, including any purchase money or interest thereon owing to the State, and shall thereupon be subrogated to the rights of the holder of such lien, and may, in addition to the usual remedies thereon, retain a sufficient amount of the rentals or royalties, at any time payable hereunder, to reimburse the Lessee for such payment. If the Lessor at any time disputes, by suit or otherwise, the Lessee's title or right of occupancy of said land for the purposes of this lease, or if, during the term hereof, any third party disputes, by suit or otherwise, the Lessor's title to said land or right to receive any payment provided for herein, the time during which such dispute or suit shall exist or pend shall not be counted against the Lessee for any purpose, and Lessee may suspend all payments and operations hereunder until such suit or dispute is terminated.

12. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessors, and without regard to whether this instrument, or any similar instrument, shall be executed by any of the other Lessors named above.

WITNESS our hands as of the day and year first above written.

Willard Nazarenus

ACKNOWLEDGEMENT
(Nebraska)

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me, a notary public in and for said county, personally came the above named _____ who (is are) personally known to me to be the identical (person persons) whose (name names) (is are) affixed to the above instrument as (lessor lessors) and (he they) acknowledged said instrument to be (his their) voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the _____ day of _____, 19_____.

Notary Public

ACKNOWLEDGEMENT
(Wyoming—Husband & Wife)

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 19_____.

My Commission Expires _____.

Notary Public

No. **406343**

OIL AND GAS LEASE

FROM *Willard Nazarenus*

TO *Spaulding, J. E.*

State of **COLORADO** } ss.
County of **ADAMS** }

This instrument was filed for record on the _____ day of **AUG 18 1953**, 19____, at **1:35** o'clock **A**. M., and duly recorded in Book _____, Page _____ of the records of this office.

By *Clide L. Miller* Deputy
County Clerk—Register of Deeds.

When recorded return to *344 Colorado Bldg*

5-63 BRADFORD-ROBINSON P.T.G. CO. - DENVER

COLORADO ACKNOWLEDGEMENT

STATE OF **Colorado** }
County of **Adams** } ss.

The foregoing instrument was acknowledged before me this **29th** day of **July**, 19**53**, by **Willard Nazarenus**

WITNESS my hand and official seal

My Commission Expires *February 10, 1954*
Clide L. Miller Notary Public

P. O. _____

SPECIAL WARRANTY DEED AND AGREEMENT

BOOK 3749 PAGE 21

(Statutory Form C.R.S.,
Section 38-30-115, Modified to Limit Warranty)

986145

1. **Conveyance of the Property.** Van Schaack Holdings, Ltd., a Colorado limited partnership ("Grantor"), whose address is 288 Clayton Street, Suite 305, Denver, Colorado 80206, for consideration less than \$500.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in hand paid, hereby sells and conveys to L.C. Fulenwider, Inc., a Colorado corporation ("Grantee"), whose address is 1125 17th Street, Suite 2500, Denver, Colorado 80202, its undivided one-half interest, including any and all right, title and interest of Grantor, in and to the real property described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"), subject to the reservations of Grantor set forth below, together with all appurtenances and warrants the title against all persons claiming by, through or under Grantor, except those matters listed on Exhibit B, attached hereto and by this reference incorporated herein.

2. **Properties Subject to Oil and Gas Leases.** Various parcels of the Property are subject to an oil and gas lease in which both Grantor and Grantee have an interest. Grantor hereby reserves unto itself, and its successors and assigns, and excepts from this conveyance, its current undivided interest in the oil and gas (but no other minerals) under the parcels that are subject to an oil and gas lease and listed on Exhibit C, attached hereto and by this reference incorporated herein, for so long as any particular lease now in effect and duly recorded prior to the date of recordation of this Special Warranty Deed and Agreement is in effect on such parcel. Once such particular lease has expired with respect to a particular parcel, the reserved oil and gas interest of Grantor in that particular parcel reserved pursuant to this paragraph shall vest in the Grantee, its successors and assigns, and Grantor's interest in such oil and gas shall cease and determine. Grantor agrees to grant a confirmation quit claim deed evidencing such vesting of oil and gas in Grantee if requested to do so by Grantee, or its successors and assigns.

3. **Grantee's Right of Purchase.** As part of the consideration for this Special Warranty Deed and Agreement, Grantor and Grantee agree that if Grantee buys out any particular lessee's interest in such oil and gas lease affecting any of the parcels listed on Exhibit C, or any portion thereof, Grantee shall give Grantor written notice thereof within 10 days after the closing of the purchase of such lessee's interest in the oil and gas lease, and Grantee shall have the obligation to purchase the reserved oil and gas interest of Grantor. The purchase price shall be equal to the appraised fair market value of the reserved interest under that particular lease, using one appraiser mutually agreed to by Grantee and Grantor or by each party picking an appraiser and using an average of the two appraisals. If either party fails to select an appraiser and to notify the other party of its selection within 30 days after the notice is received, or if any appraiser fails to complete and submit his final appraisal to both

A0304292

parties within 60 days following his selection, then the appraisal obtained by the other party shall determine the appraised market value of such reserved interest. The appraisers must be petroleum reserve engineers or petroleum geologists, and all appraisals shall take into account the proven developed producing reserves, the proven undeveloped reserves and the provable reserves. Each party agrees to pay the fees of its own appraiser if two appraisals are used; or each party shall pay one-half of the fees of the appraiser if only one appraiser is used. The purchase shall be for cash not later than 60 days after completion of the appraisal process.

4. **Surface Owners Agreements.** Various parcels of the Property are subject to and benefitted by surface owners agreements, whereby the lessor or operator under such an agreement pays a specified sum to the surface owner. Grantor hereby reserves unto itself, and its successors and assigns, and excepts from this conveyance, its current right to receive a one-half share of all sums becoming due and payable to the surface owner from the surface owners agreements affecting the parcels more particularly described on Exhibit D, attached hereto and by this reference incorporated herein. The payments received under such surface owners agreements shall continue to be shared equally between Grantor and Grantee for so long as any particular surface owners agreement is in effect on such parcel. In the event Grantee is successful in acquiring the mineral interest that is the subject of the surface owners agreement, the rights of Grantor to receive payments under the surface owners agreement pursuant to this paragraph shall cease and determine.

5. **Headquarters Well.** Grantor and Grantee currently own and operate an oil and gas well (the "Headquarters Well") on a portion of that certain real property more particularly described as the SE1/4 NW1/4 of Section 26, T2S R66W of the 6th P.M., Adams County, Colorado (the "Forty Acre Tract"). Both Grantor and Grantee own a portion of the Forty Acre Tract. Grantor hereby reserves unto itself, and its successors and assigns, and excepts from this conveyance, an undivided one-half interest in and to the oil and gas in and under the Forty Acre Tract for so long as the Headquarters Well is operating. Grantor and Grantee agree that the Headquarters Well will be operated only as long as it is commercially feasible to do so. When the current well ceases to be operated, Grantor's reserved interest in the oil and gas interest in and under Grantee's portion of the Forty Acre Tract shall vest in Grantee, and its successors and assigns, and Grantor's interest therein shall cease and determine. The parties shall share all income and expenses regarding the Headquarters Well equally and shall mutually agree regarding matters of operation. In another Special Warranty Deed and Agreement from Grantee to Grantor dated the same date as this Special Warranty Deed and Agreement, Grantee has agreed that Grantor has the right to purchase the interest of Grantee in the Headquarters Well and Grantee's interest in its reserved oil and gas rights therein under certain terms and conditions.

6. **Insurance - Taxes.** Grantor and Grantee agree to pay the general property taxes on their respective mineral interests referred to in paragraphs 2, 4 and 5 above, when due and in any event before such taxes become delinquent. Grantor and Grantee agree that they will obtain and maintain a policy of public liability insurance containing mutually satisfactory coverage and deductibles for such period of time as the parties are co-tenants regarding any mineral interests.

7. **Headquarters Improvements.** With respect to certain of the improvements described on Exhibit E attached hereto and by this reference incorporated herein, and now located on the W1/2 E1/2 NW1/4, the W1/2 NW1/4, the W1/2 E1/2 N1/2 N1/2 SW1/4 and the W1/2 N1/2 N1/2 SW1/2 of Section 26, T2S R66W of the 6th P.M., Adams County, Colorado (the "Headquarters Improvements"), Grantor reserves unto itself, and its successors and assigns, and excepts from this conveyance, an undivided one-half interest in the Headquarters Improvements. At anytime on 90 days' prior written notice to Grantor, Grantee shall have the right to purchase the interest of Grantor in the Headquarters Improvements for one-half of the appraised value of the Headquarters Improvements in cash. The appraisal shall be conducted by an appraiser selected by the parties, and if the parties cannot agree on one appraiser, then each party shall pick an appraiser within 30 days of the notice of exercise of the option and the two appraisals shall be averaged. If either party fails to select an appraiser and to notify the other party of its selection within 30 days after the notice is received, or if any appraiser fails to complete and submit his final appraisal to both parties within 60 days following his selection, then the appraisal obtained by the other party shall determine the appraised fair market value of such one-half interest. Each party agrees to pay the fees of its appraiser if two appraisals are used; or each party shall pay one-half of the fees of the appraiser if only one appraiser is used. The appraisers so selected shall proceed to appraise the Headquarters Improvements on the basis of the value to a going concern farm operation, and the appraisers shall estimate the depreciated replacement cost in concluding to a value for the Headquarters Improvements based upon the principles of the cost approach to value. The closing of the sale and purchase shall occur not later than 60 days after receipt by the parties of the report of appraisers. All items of expense shall be prorated to the closing. Grantor shall have a reasonable period of time to empty any products from its two bins and the other improvements. At the closing or upon termination, as explained below, Grantor shall quit claim its interest in that certain non-exclusive easement of even date herewith from Grantee to Grantor. If the parties mutually agree that the Headquarters Improvements are no longer needed, the parties shall proceed to sell the Headquarters Improvements. If the Headquarters Improvements do not sell, they shall be sold for scrap. The net proceeds of any such sale or scrap after commissions and costs of sale shall be divided equally between the parties.

8. **Rule Against Perpetuities.** Any interest which may be created as a result of this Special Warranty Deed and Agreement shall vest, if at all, during the life of the survivor of the now living grandchildren of George Bush, President of the United States of America, plus 21 years, or if not vested within such time, such interest shall terminate.

9. **Binding Effect.** The covenants of Grantor and Grantee shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

Executed this 1st day of February, 1991.

VAN SCHAACK HOLDINGS, LTD.,
a Colorado limited partnership


By: *Anthony M. Combs*
Anthony M. Combs, general partner

By: *Harry B. Combs, Jr.*
Harry B. Combs, Jr., general partner

By: *H.C. Van Schaack III*
H.C. Van Schaack III, general partner

L.C. FULENWIDER, INC.,
a Colorado corporation

By: *L.C. Fulenwider, III*
L.C. Fulenwider, III, President

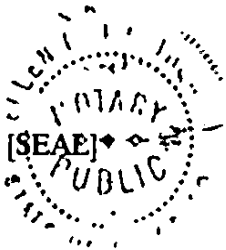

Mary C. Olson
Mary C. Olson, Secretary

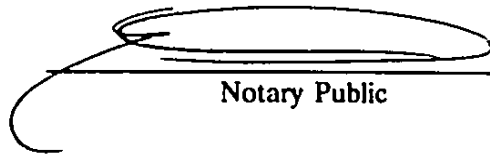
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER) SS.

The foregoing Special Warranty Deed and Agreement was acknowledged before me this 1st day of February, 1991, by Anthony M. Combs, as general partner of Van Schaack Holdings, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 5-31-92.





Notary Public

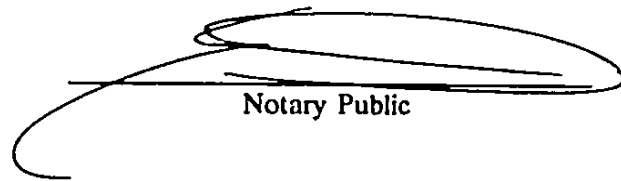
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER) SS.

The foregoing Special Warranty Deed and Agreement was acknowledged before me this 1st day of February, 1991, by Harry B. Combs, Jr., as general partner of Van Schaack Holdings, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 5-31-92.





Notary Public

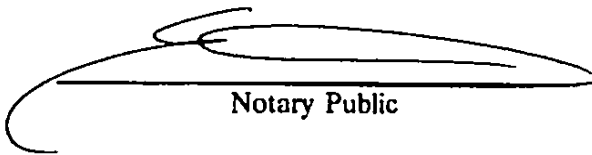
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER) SS.

The foregoing Special Warranty Deed and Agreement was acknowledged before me this 1st day of February, 1991, by H. C. Van Schaack III, as general partner of Van Schaack Holdings, Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 5-31-92.



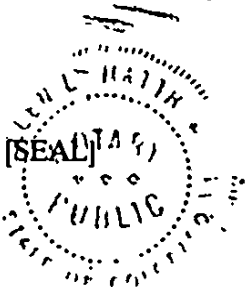

Notary Public

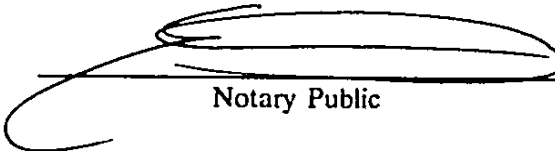
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER) SS.

The foregoing Special Warranty Deed and Agreement was acknowledged before me this 1st day of February, 1991, by Mary C. Olson, as Secretary and L.C. Fulenwider, III, as President of L. C. Fulenwider, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 5-31-92.




Notary Public

1/31/91

EXHIBIT A TO SPECIAL WARRANTY DEED AND AGREEMENT

Grantor: Van Schaack Holdings, Ltd.

Grantee: L. C. Fulenwider, Inc.
The Property

BOOK 3749 PAGE 27

T. 1 S., R. 65 W., 6th P.M., Adams County, Colorado

- Section 20: N $\frac{1}{2}$, except the East 210 feet of the NE $\frac{1}{4}$ as described in instrument recorded 11/30/60 in Book 880 at Page 529.
- Section 21: All, except those parcels described in instruments recorded 11/7/60 in Book 877 at Page 97 and 7/17/85 in Book 3025 at Page 332.
- Section 23: N $\frac{1}{2}$.
- Section 33: SE $\frac{1}{4}$, except those parcels described in instruments recorded in Book 180 at Page 458 and on 11/7/60 in Book 877 at Page 97.
- Section 34: S $\frac{1}{2}$.
- Section 35: NE $\frac{1}{4}$; S $\frac{1}{2}$.

T. 2 S., R. 65 W., 6th P.M., Adams County, Colorado

- Section 2: N $\frac{1}{2}$.
- Section 3: N $\frac{1}{2}$.
- Section 24: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying west of the thread of Box Elder Creek.

T. 2 S., R. 66 W., 6th P.M., Adams County, Colorado

- Section 7: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 8: N $\frac{1}{2}$; E $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 9: All.
- Section 10: W $\frac{1}{2}$.
- Section 16: N $\frac{1}{2}$; SW $\frac{1}{4}$; except the North 210 feet of the S $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$, as described in instrument recorded 12/11/62 in Book 1034 at Page 317.
- Section 18: SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; except the following described parcel: beginning at the NW corner of said SW $\frac{1}{4}$; thence South 318 feet; thence East 200 feet; thence North 318 feet to the North line of said SW $\frac{1}{4}$; thence West 200 feet to the point of beginning, as described in instrument recorded in Book 1382 at Page 359.
- Section 26: the LCF portion of the Headquarters Parcel, as more particularly described on Page 3 of this Exhibit A.

T. 2 S., R. 67 W., 6th P.M., Adams County, Colorado

Section 13: E $\frac{1}{2}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; except the North 210 feet of the S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$, and the North 210 feet of the S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$.

T. 3 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 6: SE $\frac{1}{4}$.

Section 7: S $\frac{1}{2}$; NE $\frac{1}{4}$; except the South 110 feet of the S $\frac{1}{2}$, as described in instrument recorded 6/17/68 in Book 1443 at Page 27.

Section 18: W $\frac{1}{2}$ NE $\frac{1}{4}$, except the North 30 feet as described in instruments recorded in Book 3541 at Pages 499 and 503.

T. 3 S., R. 66 W., 6th P.M., Adams County, Colorado

Section 12: SE $\frac{1}{4}$, except the South 110 feet of the SE $\frac{1}{4}$, as conveyed in Book 1443 at Page 27.

T. 3 S., R. 66 W., 6th P.M., City and County of Denver, Colorado

Section 4: E $\frac{1}{2}$, except that part of the NE $\frac{1}{4}$ described as follows: Beginning at the N $\frac{1}{2}$ corner of said Section 4; thence N89°28'14"E along the North line of said NE $\frac{1}{4}$, 1962.13 feet; thence S56°02'59"W, 2376.61 feet to a point on the West line of said NE $\frac{1}{4}$; thence N00°24'40"E along the west line of said NE $\frac{1}{4}$, 1309.19 feet to the N $\frac{1}{2}$ corner of said Section 4, the point of beginning.

Section 9: NE $\frac{1}{4}$.

TOGETHER WITH any and all water and water rights, whether tributary or non-tributary, surface or subsurface, ditches and ditch rights, reservoirs and reservoir rights, wells and well rights, used on or in connection with the aforescribed lands, including all water and all rights to withdraw, use, convey and otherwise exercise dominion over all water in and from those portions of the Denver, Arapahoe (upper Arapahoe and lower Arapahoe) and Larimer - Fox Hills Aquifers which underlie the aforescribed lands, as said rights are described in the decrees in Case No. 85CW412, 85CW413, 85CW414, 86CW033, 86CW034, 86CW035, 86CW213, 86CW230 and 86CW231, District Court, Water Division No. 1, State of Colorado, to the extent the same apply to the portions of the above-described aquifers which underlie said lands, and as defined by the provisions of §§37-90-101, et seq. and 37-92-101, et seq., C.R.S.; Denver Basin Rules and Regulations, 2 C.C.R. 402-6 and said decrees.

1/31/91

LEGAL DESCRIPTION FOR LCF PORTION OF THE HEADQUARTERS
PARCEL:

BOOK 3749 PAGE 29

(NOTE: for the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being N78°54'09"E.)

Commencing at the NW corner of said Section 26; thence S00°32'48"W, 30.01 feet, along the Westerly line of the NW¼ of said Section 26 to the Southerly Right of Way line of 88th Ave. and the True Point of Beginning; thence N89°03'10"E, 1583.13 feet, along said Southerly Right of Way line to a point of non-tangent curvature on the centerline of proposed Highway E-470; thence along said centerline along the arc of a curve to the right, whose center bears S78°32'44"W, 7639.44 feet, through a central angle of 11°27'16", an arc length of 1527.27 feet, whose chord bears S05°43'38"E, 1524.73 feet to a point of tangency; thence continuing along said centerline S00°00'00"W, 1779.60 feet to the Northerly property line of the City and County of Denver as described in Book 3700 at Page 545 of the real estate records in the Office of the Clerk and Recorder of Adams County, Colorado; thence S89°28'25"W, 1754.58 feet along said Northerly property line to the Westerly line of the SW¼ of Section 26; thence N00°28'48"W, 665.19 feet along said Westerly line to the W¼ corner of said Section 26; thence N00°32'48"E, 2621.62 feet along the Westerly line of the NW¼ of said Section 26, to the Point of Beginning.

EXHIBIT C TO SPECIAL WARRANTY DEED AND AGREEMENT

Grantor: Van Schaack Holdings, Ltd.

Grantee: L. C. Fulenwider, Inc.

Parcels with Oil and Gas Leases

BOOK 3749 PAGE 30

T. 1 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 20: N $\frac{1}{4}$, except the East 210 feet of the NE $\frac{1}{4}$ as described in instrument recorded 11/30/60 in Book 880 at Page 529.

Section 34: S $\frac{1}{4}$.

T. 2 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 24: NE $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying west of the thread of Box Elder Creek.

T. 3 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 6: SE $\frac{1}{4}$.

EXHIBIT B

Exceptions to Title

1. General taxes and special assessments for 1991 and all subsequent years.
2. Mineral reservations in United States patents and in deeds of record as of February 1, 1991.
3. Right of a proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patents.
4. Leases, licenses, easements, rights of way, covenants, permits and surface owner's agreements, excepted in grants to Box Elder Farms Company, or granted by Box Elder Farms Company, or granted jointly by Grantor and Grantee herein as tenants in common.
5. Easements and rights of way for existing roads, highways, pipelines and utility lines.
6. Oil and gas leases of record as of February 1, 1991.
7. Easements and rights of way for ditches, canals, laterals and irrigation facilities, of record as of February 1, 1991

1/31/91

BOOK 3749 PAGE 32

EXHIBIT D TO SPECIAL WARRANTY DEED AND AGREEMENT

Grantor: Van Schaack Holdings, Ltd.

Grantee: L. C. Fulenwider, Inc.

Parcels with Surface Owners Agreements

T. 1 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 23: N $\frac{1}{2}$.

Section 33: SE $\frac{1}{4}$, except those parcels described in instruments recorded in Book 180 at Page 458 and on 11/7/60 in Book 877 at Page 97.

T. 2 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 3: N $\frac{1}{2}$.

T. 2 S., R. 66 W., 6th P.M., Adams County, Colorado

Section 9: All.

T. 3 S., R. 65 W., 6th P.M., Adams County, Colorado

Section 7: S $\frac{1}{2}$; NE $\frac{1}{4}$; except the South 110 feet of the S $\frac{1}{2}$, as described in instrument recorded 6/17/68 in Book 1443 at Page 27.

88TH AVE

EXHIBIT E

(Headquarters Improvements)

LCF/VSH
SHARED AREA
SHADED ///

Blacktop
Track
Access
Shared
LCF/VSH

TCFC : PW
Fuel & Oil Storage

Slab

Gravel
Driveway
to House

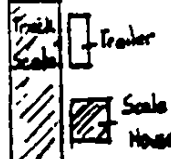
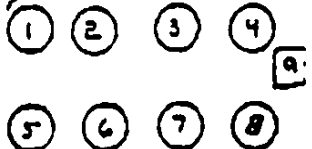
L.P. Tank

House

Butter
Shop

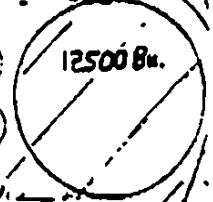
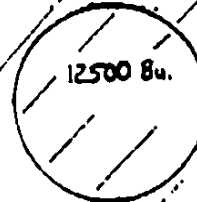
Water
Well

Demo next granaries!



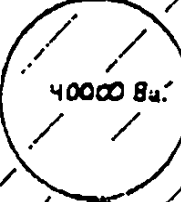
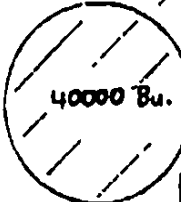
Blacktop

3000 Bu. Ls.

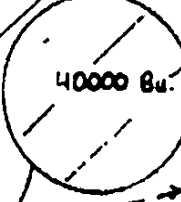


Old Elev.
Leg

Blacktop



Newer Elev.
Leg



Timber
Machine Storage
Shed

Doors
PW-TCF

Gravel

Fire
Tank
Warmer

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above set forth.

VAN SCHAACK HOLDINGS, LTD. a
Colorado limited partnership

DBIC ADAMS COUNTY, LLC, a Colorado
limited liability company

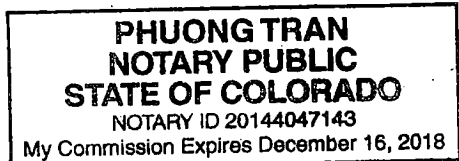
H.C. Van Schaack
Name: H.C. VAN SCHAACK
Title: GENERAL PARTNER

Name:
Title:

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by *H.C. VAN SCHAACK*,
as GENERAL PARTNER of Van Schaack Holdings, Ltd., a Colorado limited partnership, on
this 14th day of JUNE, 2018.

Witness my hand and official seal.



Phuong Tran
Notary Public, State of Colorado

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____,
as _____ of DIBC Adams County, LLC, a Colorado limited liability company,
on this _____ day of _____, 2018.

Witness my hand and official seal.

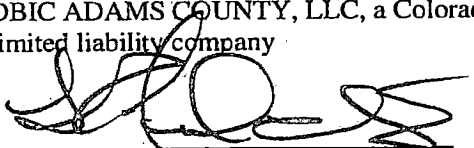
Notary Public, State of Colorado

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above set forth.

VAN SCHAACK HOLDINGS, LTD. a
Colorado limited partnership

DBIC ADAMS COUNTY, LLC, a Colorado
limited liability company

Name:
Title:


Name: L. C. FULENWIDER III
Title: CEO L.C. FULENWIDER, INC
MANAGER

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____,
as _____ of Van Schaack Holdings, Ltd., a Colorado limited partnership, on
this _____ day of _____, 2018.

Witness my hand and official seal.

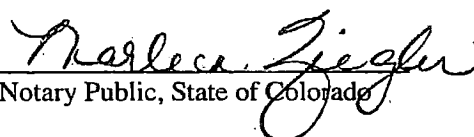
Notary Public, State of Colorado

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by L.C. FULENWIDER III
as CEO, L.C.F. INC MANAGER of DIBC Adams County, LLC, a Colorado limited liability company,
on this 14 day of JUNE, 2018.

Witness my hand and official seal.

MARLEEN ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104008566
MY COMMISSION EXPIRES MARCH 23, 2022


Notary Public, State of Colorado

MEMORANDUM OF RIGHT OF WAY AGREEMENT

Parcel No. 0156700000062

STATE OF COLORADO)
)
COUNTY OF ADAMS)

This Memorandum of Right of Way Agreement (“**Memorandum**”) is executed on the date or dates set forth below, to evidence for recording purposes the execution of a certain Right of Way Agreement, the relevant terms of which are set forth below:

Name and Address of Grantor:
DIBC Adams County, LLC
c/o L.C. Fulenwider, Inc.
1125 Seventeenth Street, Suite 2500
Denver, Colorado 80202

Name and Address of Grantee:
Discovery DJ Services, LLC (“**Discovery**”)
7859 Walnut Hill Lane, Suite 335
Dallas, Texas 75230

1. By Right of Way Agreement effective August 7, 2018 (the “**Agreement**”), Grantor granted unto Discovery, its successors and assigns, a non-exclusive easement and right of way for the locating of the routes for, and the laying, constructing, erecting, operating, maintaining, inspecting, testing, repairing, changing the size of pipe, relocating within the Right of Way, relaying, removing and/or abandoning in place one pipeline, and underground appurtenances, along with right of ingress, egress, and regress, along the route depicted on Exhibit “A” attached hereto and incorporated herein by this reference, together with such valves, fittings, meters, connections, markers, cathodic protection, corrosion control and monitoring devices, pipeline operating control devices, hydrate removal systems, communications, which are used solely in pipeline operations, telemetry and data acquisition facilities, which are used solely in pipeline operations, and related facilities, underground electric lines, which are used solely in pipeline operations, regulators and other below ground appurtenances, and other equipment and appurtenances (collectively, “the Facilities”) as set forth on the attached Exhibit “A” for the transportation by pipeline of oil, gas, condensate, natural gas liquids petroleum or any products, byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, under, across and through a strip of land thirty (30) feet in width (the “**Right of Way**”), further depicted on Exhibit “A” attached hereto and made a part hereof, and located all or in part of:

Township 1 South, Range 65 West, 6th P.M.
Section 20: A tract of land in the N2 being more particularly described in that certain Quit Claim Deed, dated September 2, 1997 and recorded at Reception No. C0365971. Less and Except the East 210 feet of the NE4 as described in instrument recorded November 30, 1960 in Book 880 at Page 529.

Adams County, Colorado

2. Grantor and Discovery incorporate by reference in this Memorandum all the terms, covenants and conditions contained in the Agreement. Reference is hereby made to the Agreement for a complete statement of the rights, privileges and obligations created under and by the Agreement and of the terms, covenants and conditions contained therein, which complete Agreement may be obtained from Discovery at the address indicated below.
3. Grantor and Discovery, for themselves and their respective heirs, successors or assigns, agree to observe, conform to and comply with such terms, covenants and conditions on the part of each of them to be observed and performed under the Agreement.
4. Both Grantor and Discovery intend and agree that the easement and right of way granted pursuant to, and all the term and conditions of, the Agreement are covenants running with the land.
5. Grantor and Discovery hereby ratify in all respects the grant of the easement and right of way and all other provisions contained in the Agreement as of the effective date of the Agreement.
6. This Memorandum is executed in simplified short form for the convenience of Grantor and Discovery and for the purpose of recording the same to place every person on notice of the existence of the Agreement. This Memorandum will not have the effect of modifying, supplementing or abridging the Agreement or any of its provisions. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement will govern and control.

IN WITNESS WHEREOF, Grantor and Discovery have executed this Memorandum on the respective dates as set forth in the acknowledgments below.

GRANTOR:

DIBC Adams County, LLC

By: L. C. Fulenwider, Inc, Manager

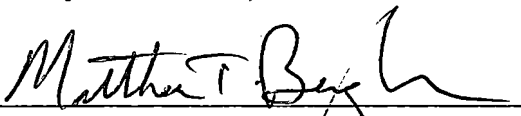


By: Ferdinand L. Belz III

Its: President

DISCOVERY:

Discovery DJ Services, LLC



By: Matthew T. Berghorn

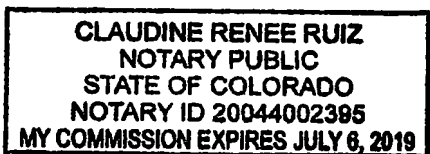
Its: VP Engineering and Construction

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7th day of August, 2018, by **Ferdinand L. Belz III**, as President of **L.C. Fulenwider, Inc.** as **Manager** for **DIBC Adams County, LLC**, a Colorado limited liability company, being authorized to do so, on behalf of said company.

WITNESS my hand and Official Seal.



Claudine Renee Ruiz
Notary Public in and for said State and County

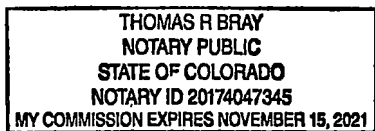
MY COMMISSION EXPIRES:

July 6, 2019

STATE OF COLORADO)
)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 2018, by **Matthew T. Berghorn**, as **VP Engineering and Construction**, of **Discovery DJ Services, LLC**, a Texas limited liability company, and being authorized to do so, on behalf of said company.

WITNESS my hand and Official Seal.



Thomas R Bray
Notary Public in and for said State and County

MY COMMISSION EXPIRES:

11-15-2021

Exhibit "A"

Attached to and made a part of that certain Memorandum of Right of Way Agreement dated the 7 day of Aug, 2018 by and between **DIBC Adams County, LLC**, as Grantor and **Discovery DJ Services, LLC** as Discovery.

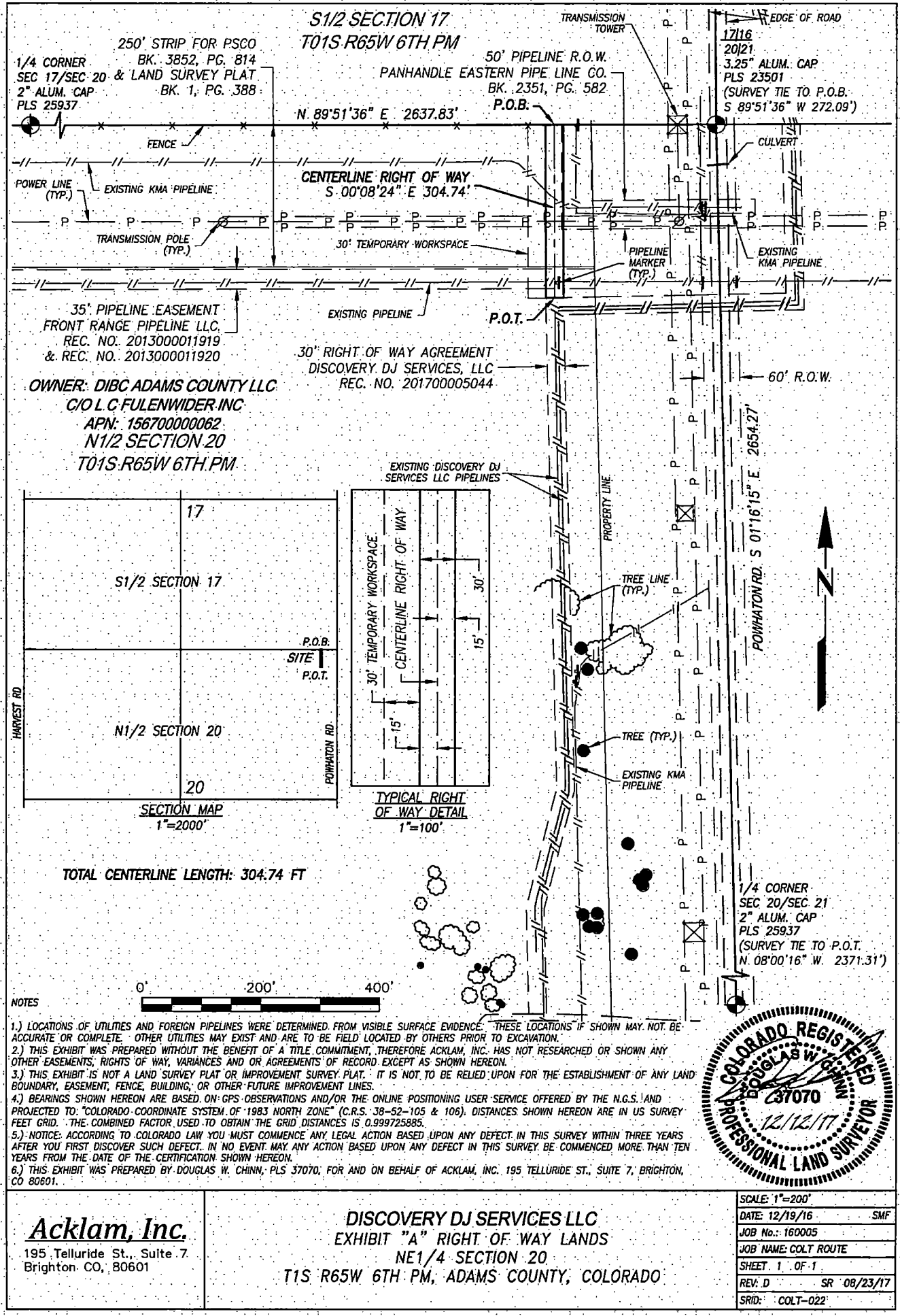


Exhibit H
Neighborhood Meeting Summary

**Oil and Natural Gas Pipeline Project
Adams County Stakeholders
Neighborhood Meeting Notice**

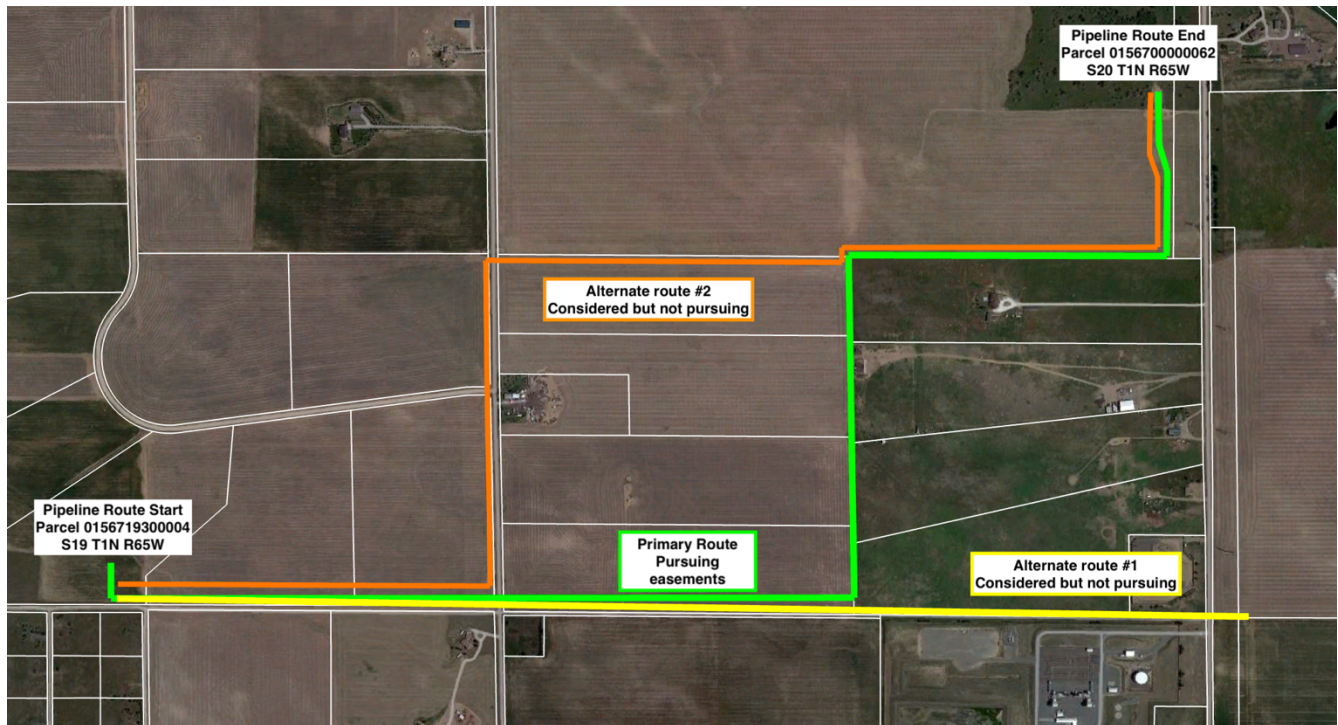
Details

Saturday, January 17, 2026
8:00 AM - 11:00 AM
Holiday Inn Express & Suites
Bromley Room
2212 S Medical Center Dr, Brighton, CO

Purpose

Rocky Mountain Midstream LLC is holding an informational meeting for the community to discuss their proposed crude oil and natural gas pipelines. The pipelines commence on parcel 0156719300004 and continue in a north-easterly direction to parcel 0156700000062 in unincorporated Adams County.

Rocky Mountain Midstream is holding this meeting to inform neighbors and landowners prior to submitting permit applications with Adams County. This will be an open house style meeting with experts from different groups across the project. We hope you can join us to provide input before we submit our application. Construction is expected to begin during the second quarter of 2026.



Contact Information

If you have questions or need any information before the meeting, please feel free to contact:

Janice Kinnin
janicekinnin@outlook.com

BAN1A 136 HARVEST LLC
4924 E 141ST DR
THORNTON CO 80602-8921

SACK DONALD
25880 E 168TH AVE
BRIGHTON CO 80603-6620

CASAS SANCHEZ JOSE LUIS
14250 HARVEST RD
BRIGHTON CO 80603-5803

SCM-GRP VAN SCHAAK LLLP UND 8.5254%
INT ET AL
1242 E JACKSON ST
PHOENIX AZ 85034-2342

CITY AND COUNTY OF DENVER
ATTN REAL ESTATE DEPT
8500 PENA BLVD
DENVER CO 80249-6340

SPMS INVESTMENTS LLC
531 PARK PLACE DR
BRIGHTON CO 80601-2684

DI LORENZO JANET TRUSTEE
13761 W 59TH AVE
ARVADA CO 80004-3739

SWINK ALVIN W AND
SWINK DOUGLAS A
13401 HARVEST RD
COMMERCE CITY CO 80022-9201

DIBC ADAMS COUNTY LLC
C/O L C FULENWIDER INC
270 SAINT PAUL ST STE 300
DENVER CO 80206-5133

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC
1100 W 116TH AVE
WESTMINSTER CO 80234-2814

DS LLC
5303 S BELLVIEW RD
ROGERS AR 72758-8816

WAKEMAN KATHERINE L
13721 N POWHATON ROAD
BRIGHTON CO 80603

FLITNER LA VERNNE F
14250 HARVEST MILE RD
BRIGHTON CO 80603

DIAZ BLANCA C
OR CURRENT RESIDENT
13963 POWHATON RD
BRIGHTON CO 80603-8312

HERNANDEZ RAUL F
14640 E 50TH PL
DENVER CO 80239-6474

HERNANDEZ SANDRA
OR CURRENT RESIDENT
13579 GUN CLUB RD
COMMERCE CITY CO 80022-9610

PUBLIC SERVICE CO OF COLORADO
C/O PROPERTY AND LOCAL TAXES
PO BOX 1979
DENVER CO 80201-1979

SWINK ALVIN W AND
SWINK DOUGLAS A
OR CURRENT RESIDENT
13401 HARVEST RD
COMMERCE CITY CO 80022-9201

PUBLIC SERVICE COMPANY
PO BOX 1979
DENVER CO 80201-1979

WERTZ DAVID E AND GLORIA E
OR CURRENT RESIDENT
13815 POWHATON ROAD
BRIGHTON CO 80603-8312

CURRENT RESIDENT
13401 HARVEST RD STE B
COMMERCE CITY CO 80022-9208

CURRENT RESIDENT
13501 POWHATON RD
DENVER CO 80022-9512

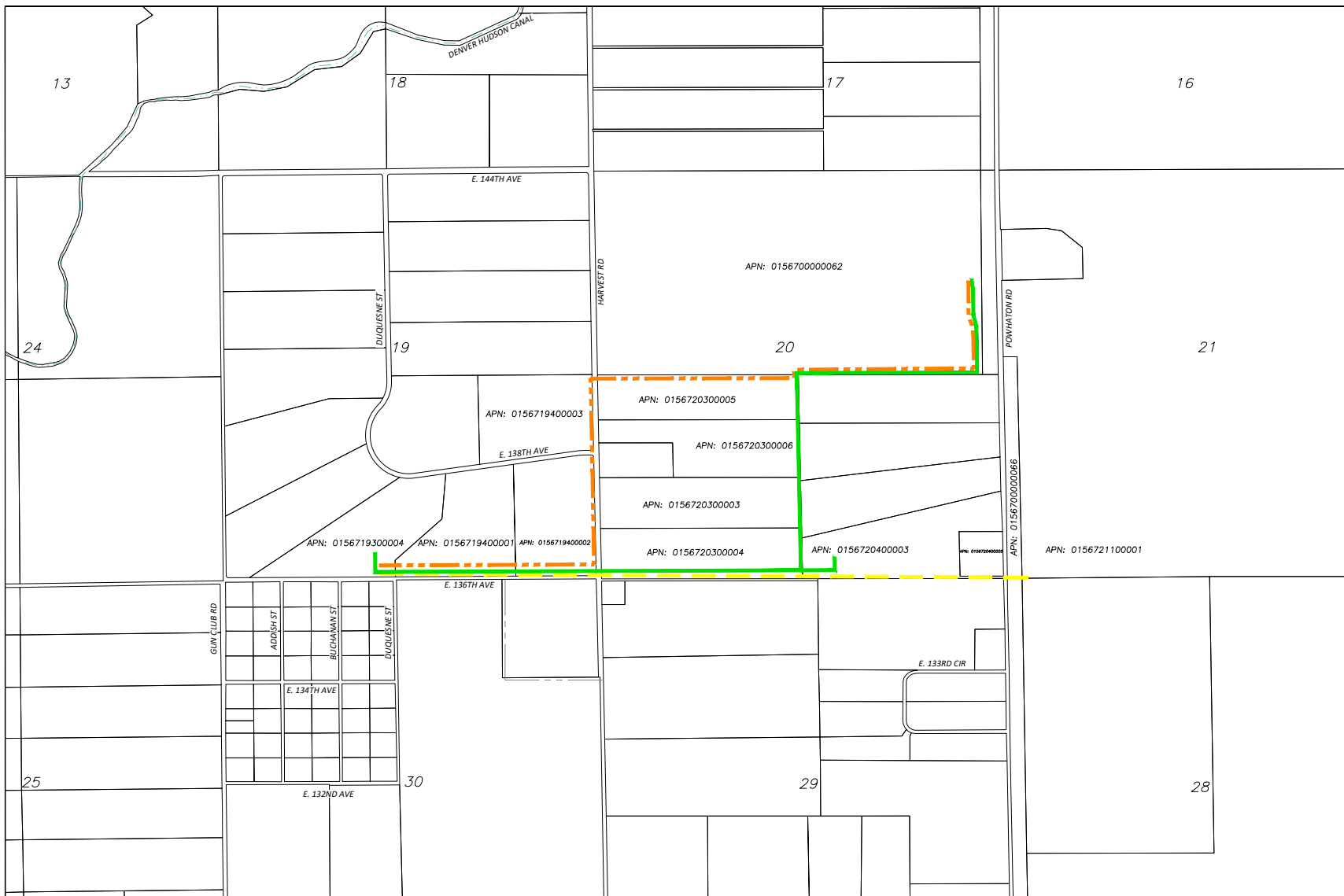
CURRENT RESIDENT
13895 POWHATON RD
BRIGHTON CO 80603-8312

CURRENT RESIDENT
13721 POWHATON RD
BRIGHTON CO 80603-8811

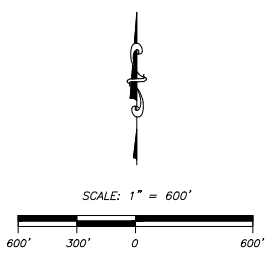
Rocky Mountain Midstream, LLC
Pipeline Project
Adams County Case No. PRE2025-00088

Neighborhood Outreach Meeting – Sign-In Sheet
Saturday, January 17, 2026

Name	Address	City/State/Zip	Phone	Email
Kathleen L Weeman	13721 Powhatan Rd	Brighton, Co 80603	303-520-1217	kathleen77@yahoo.com
David WERTZ	13815 Powhatan	Brighton CO 80603		davidewertz@icloud.com



LEGEND	
	PRIMARY ROUTE
	FIRST ALTERNATE ROUTE
	SECOND ALTERNATE ROUTE



REV. NO.	A	DRAWN BY:	CHKD BY:
PERMIT NO.		EBM 1/6/2026	GRS

CONNER AND WAKEMAN CONNECTION
VICINITY MAP
ADAMS COUNTY, COLORADO



CONNER AND WAKEMAN VICINITY MAP.DWG - 1/6/26 - REV. A



WE MAKE CLEAN ENERGY HAPPEN®

Oil & Natural Gas Pipeline Project



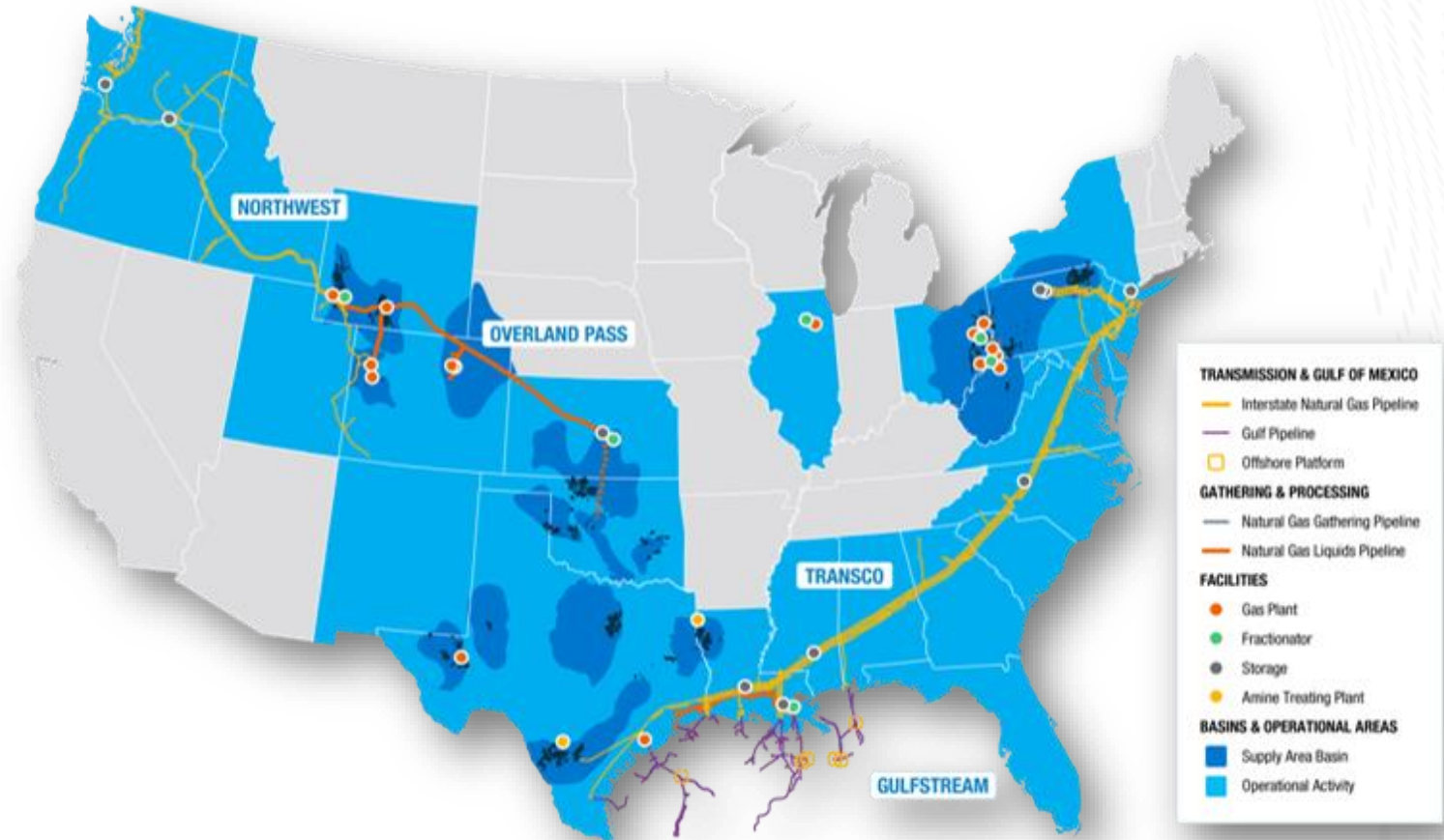
January 17, 2026



Who We Are

Rocky Mountain Midstream, LLC
is a subsidiary of

Williams Companies, Inc.

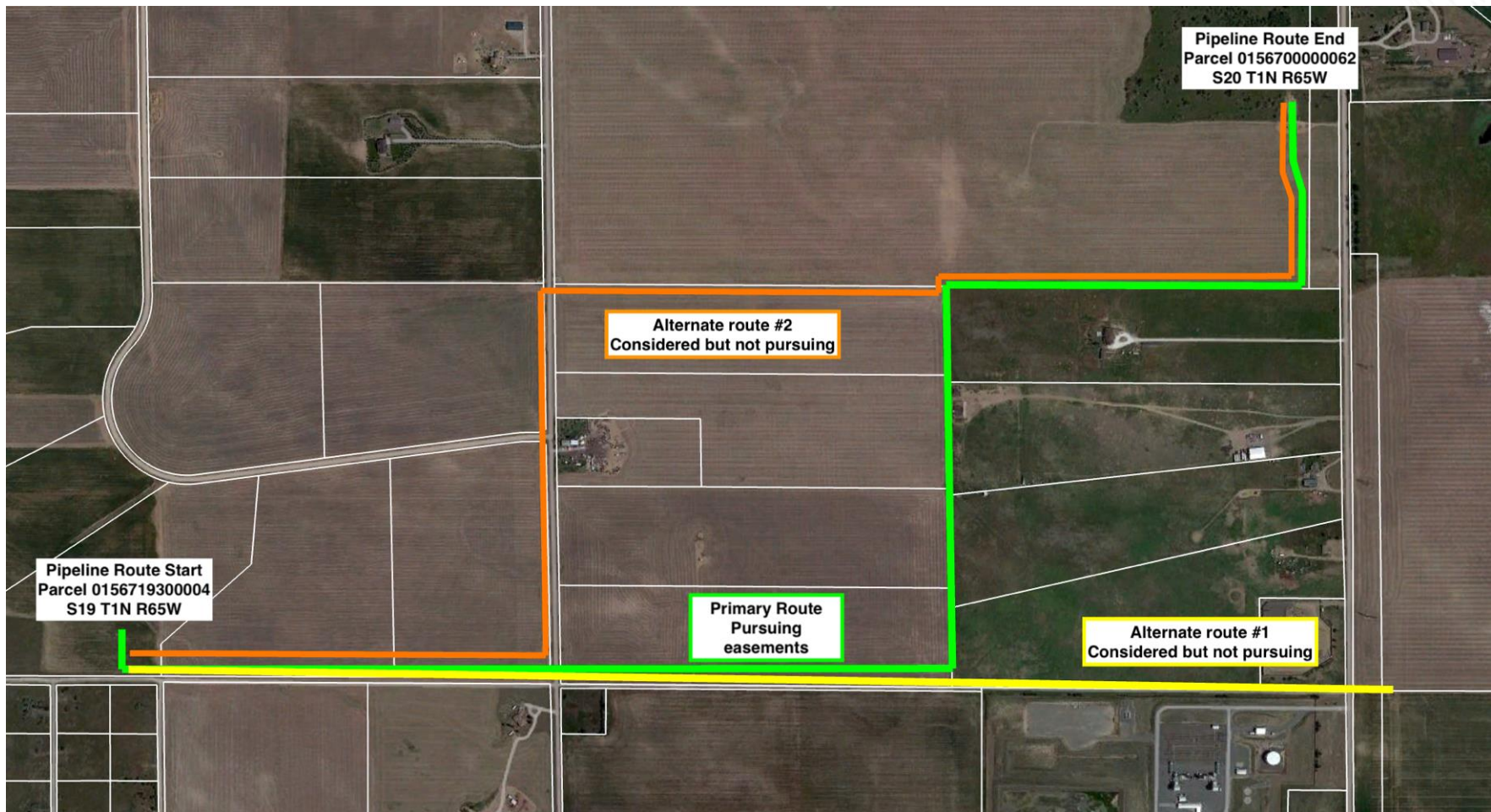


Project Overview

- (1) up to 12-inch natural gas pipeline.
- (1) up to 10-inch crude oil pipeline.
- Start of pipeline route:
 - Proposed Conner Pad Site
 - Proposed Wakeman Pad Site
- End of pipeline route:
 - Interconnect site south of Powhatan Compressor Station
- Approximately 2.25 miles of underground pipelines.
- All pipelines will be 100% underground except for pad sites and end location.

Pipeline Route

- The proposed pipeline route is located on private landowner easements in Adams County. It is shown by the green line on the map below.
- The most efficient route has been selected as the proposed route.



Land Use Permitting Considerations

Adams County

- Conditional Use Permit (CUP) required from Adams County
- CUP is overarching permit that the other land development permits roll up under (road crossings, grading, etc.)
- CUP approval anticipated 6 months after submittal
- Permit approval required prior to beginning of earthwork.

Environmental Permitting Considerations

- The Project is in an area that includes existing agriculture, oil and gas development, urban development, and transportation infrastructure.
- During the field survey, environmental consultants confirmed that the project area does not overlap with any designated critical habitat for federally-listed species.
- Project impacts will be temporary, and right-of-way will be fully restored to pre-existing conditions.
- Project will be permitted and comply with all state and local stormwater regulations.

Pipeline Project Standards

- Compliance with Colorado Energy and Carbon Management Commission 1100 regulations.
- Compliance with the Adams County CUP and Development Agreement requirements.
- Utilize the following best management practices on the pipeline in addition to the above cited codes and regulations:
 - Construction limited to 7 am to 7 pm Monday – Saturday
 - Stormwater Management per an established Stormwater Management Plan (SWMP).
 - Erosion and Sediment Control per an established Erosion and Sediment Control Plan.
 - Minimum 4' of cover on all buried lines
 - Construction of HDPE and Stainless Steel for superior corrosion resistance

Timing of Construction

Assuming the necessary permits are obtained:

- Start construction in Q2-Q3 2026.
- Completion of construction in Q3 2026.

Partner with the Communities



Rocky Mountain Midstream commits to being a proactive partner with the Communities and Counties through the duration of this project



Close coordination with the Adams County Office of Emergency Management and Brighton Fire District

We are committed to collaborating with local governments and communities to ensure an accountable and responsive working relationship that is environmentally conscious and prioritize safety overall.

**Rocky Mountain Midstream, LLC
Conner-Wakeman Pipeline Project
Adams County Case No. PRE2025-00088**

**Neighborhood Outreach Meeting
Saturday, January 17, 2026
Q&As**

Question: Why are you not going east across Powhaton Rd.?

Response: Going east would involve crossing both Tri-State and Xcel/PSCO transmission lines. It would also involve an additional road crossing (Powhaton Rd). We would need to have a permanent access road granted by Xcel/PSCO to cross their parcel on the east side of Powhaton Rd, as well as constructing above-ground interconnect site on the parcel to the east of the Xcel/PSCO parcel. By going north, through the Sack, Flitner, and DIBC parcels, it allows us to get to an existing above-ground site while avoiding those additional crossings.

Question: Have you spoken with Select Water about their above-ground water pipes that run parallel to E 136th Ave?

Response: Yes, we have spoken with Select Water, and they are going to work with us during construction to move their water pipes if necessary.

Question: What is the timing for construction?

Response: It will depend on when all permits are issued for this project. We are anticipating late August / early September.

Question: Where does the oil and gas go?

Response: The oil and natural gas pipelines will connect into an existing pipeline system at an interconnect connect site on the DIBC parcel.

Question: Do you have anything to do with the drilling?

Response: No. The pipelines transport the product from the pad sites and are constructed and operated by a separate company which is Rocky Mountain Midstream.

Question: Will you be hauling in trucks of sand and gravel?

Response: No. We don't add a sandy gravel mix into the trench because that can shift. Sandbags are used for support and stability.

Question: How deep will the pipelines be buried.

Response: The pipelines will be buried at a minimum depth of 48-inches.

Exhibit I
Natural Resources Report

TECHNICAL MEMORANDUM

TO: Nathan Fronk, Williams Rocky Mountain Midstream, LLC

FROM: Sage Evans and Jessica Roath, Olsson, Inc.

DATE: February 2, 2026

SUBJECT: Desktop Review and Environmental Field Survey of the Conner-Wakeman Connections Project

Olsson Inc. (Olsson) completed a desktop review (DTR) and environmental field survey for Williams Rocky Mountain Midstream, LLC (Williams') **Conner-Wakeman Connections Project** (Project). The western terminus of the proposed Project begins in Section 19 of Township 1 South, Range 65 West; extends east and north and terminates in the northeast quarter of Section 20 of Township 1 South, Range 65 West. The route falls entirely within Adams County, Colorado.

Olsson understands Williams plans to utilize acquired right-of-way (ROW)/easements and access points to install, operate, and maintain the Project. Olsson further understands the permits and authorizations for any land, federal, state, and county considerations for the Study Area (described below) being obtained by Williams or one of its contractors and as such, such considerations are excluded from this report. The Project will be installed on the private lands listed below:

- DS LLC (Parcel #s 0156719300004, 0156719400001, and 0156719400002)
- Sack Donald (Parcel #s 0156720300004 and 0156720300003)
- Wakeman Katherine L (Parcel # 0156720400003)
- Flitner La Vernne F (Parcel #s 0156720300006 and 0156720300005)
- DIBC Adams County LLC (Parcel # 0156700000062)

The results of our DTR and environmental field survey are presented in the sections that follow.

Overview

The project information reported here is based on the file provided by Williams to Olsson on December 17, 2025, the *Conner and Wakeman Connections 12-17-25.kmz* file. The Study Area considered for the purpose of this evaluation included a 150-foot buffer surrounding the approximately 2.25-mile 6-inch oil pipeline which is depicted in the attached Figures 1 through 4c. Based on correspondence from Williams via email on December 17, 2025, the following adjacent parcels without land agreements were excluded from the accessed Study Area buffer, but were assessed where possible from adjacent parcels:

- 0156730201008
- 0156700000287
- 0156700000286
- 0156700000216
- 0156700000217
- 0156720400004
- 0156720400002
- 0156720400001
- 0156700000063

A spatial data search was conducted on December 19, 2025, to evaluate the resources described below.

WOTUS, Soils, and FEMA Review

A review of Waters of the U.S. (WOTUS), soils, and Federal Emergency Management Agency (FEMA) data included an initial assessment of the following:

- Aerial imagery of the Project Study Area (Google 2025) (**Figure 2, Attachment A**).
- National Hydrography Dataset (NHD) (USGS 2024) (**Figure 2, Attachment A**).
- National Wetland Inventory (NWI) (USFWS 2025) (**Figure 2, Attachment A**).
- Natural Resources Conservation Service (NRCS) soil survey and hydric soil rating (NRCS 2025) (**Figure 2, Attachment A**).
- United States Geological Survey (USGS) Topographic map (USGS 2025) (**Figure 3, Attachment A**).
- FEMA Effective Floodplain 100-year Zone A review (FEMA 2025)
- Climate Analysis for Wetlands Tables (WETS Tables) (**Attachment B**)

Aerial imagery shows the Study Area lies mostly amongst agricultural land. Existing infrastructure is shown at northern terminus of the Study Area and residential farmsteads are located adjacent to the Study Area. The western portion of the Project route parallels East 136th Avenue and crosses Harvest Road (**Figure 2, Attachment A**).

A review of NHD data depicts one feature that intersects western portion of the Study Area. The feature is an unnamed intermittent stream/channel (**Figure 2a, Attachment A**).

The NWI data depict a riverine habitat associated with the stream channel shown on the NHD (**Figure 2a, Attachment A**); Cowardin (1979) classification – Riverine Unknown Perennial Unconsolidated Bottom Permanently Flooded (R5UBH).

NRCS soils data list five soil types as occurring within the Study Area (**Figures 2a – 2c, Attachment A**):

- AsB – Ascalon sandy loam, 0 to 3 percent slopes
- AsC – Ascalon sandy loam, 3 to 5 percent slopes
- TtB – Truckton loamy sand, 0 to 3 percent slopes
- VnD – Vona loamy sand, 3 to 9 percent slopes
- VsD – Vona-Ascalon loamy sands, 3 to 9 percent slopes

None of the above soils are listed as hydric soil (NRCS 2025).

A USGS topographic map review indicates the Study Area gently slopes from northeast to southwest. The highest elevation, located in the northeastern portion of the Study Area, is approximately 5,190 feet above sea level (ASL), and the lowest elevation, located in the southeastern portion of the Study Area, is approximately 5,140 feet ASL. One unnamed intermittent channel is depicted intersecting the western portion of the Study Area (**Figures 2a and 3, Attachment A**).

The entirety of the Study Area lies outside of FEMA Zone A 100-year flood zones.

To identify potential farmed wetlands within the Study Area, methods identified in the United States Department of Agriculture NRCS Part 650 Engineering Field Handbook, Chapter 19 – Hydrology tools for Wetland Identification and Analysis (USDA NRCS 2012) were used. As part of the analysis, Climate Analysis for Wetlands Tables (WETS Tables) were completed to determine in which years the National Agriculture Imagery Program (NAIP) aeriels were taken during “normal” precipitation periods. The NAIP aeriels for “normal” years were then reviewed for signs of wetland hydrology in the agricultural fields (**Attachment B**). Possible hydrology indicators such as saturation and inundation were then outlined and overlaid on each other. Areas where these outlines overlapped in the majority of the years were identified as WETS Areas in Attachment B. The WETS Areas identified during the analysis represent potential boundaries of farmed wetland locations based on characteristics observable in NAIP aerial imagery. Based on this review, several WETS Areas were identified throughout the Study Area which were further investigated in the field (**WETS Results Map, Attachment B**).

Wetland Delineation

On December 22, 2025, and January 22, 2026, Olsson staff visited the Study Area to confirm the presence and extent of wetland and waterway boundaries. The delineation was completed in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (1987)

and the Great Plains Regional Supplement (USACE 2010). The presence of wetlands was investigated based on the prevalence of hydrophytic vegetation, hydric soils, and indicators of wetland hydrology.

During the December 22, 2025, and January 22, 2026 site surveys, no wetlands were encountered within the Study Area (**Figures 4a – 4c, Attachment A**). All areas identified during the WETS Tables review were investigated. Sample points 1 and 2 documented two of the WETS areas, however, they each lacked wetland indicators and were determined to be upland (**Figures 4b and 4c, Attachment A**). All other WETS areas were ruled out due to their lack of hydrophytic vegetation and sufficient wetland hydrology and documented with photographs that can be found in Attachment C.

Olsson staff investigated the location of the NHD-mapped stream channel and associated NWI riverine habitat for possible wetland and channel characteristics. A narrow erosional rill was observed; however, the feature lacked a continuously defined bed and bank and ordinary high-water mark, did not exhibit wetland characteristics, and was determined to be upland (**Sample Point 3, Attachment D; Figure 4a, Attachment A**).

Figures associated with the wetland delineation are provided in Figures 4a – 4c, **Attachment A**, photos taken during the wetland delineation are provided in **Attachment C**, and wetland determination data forms are provided in **Attachment D**.

Regulated Species Review

Threatened and Endangered Species and Critical Habitat

A desktop review of species and habitat was initially review prior to the field visit and formally conducted on January 5, 2026, and included an initial assessment of the following:

- USFWS Information Planning and Consultation (IPaC) tool-generated list of federal-listed species (USFWS 2025) (**Attachment E**)
- Colorado Natural Heritage Program (CNHP) and Colorado Parks and Wildlife (CPW) - Colorado's Conservation Data Explorer (CODEX) (CNHP & CPW 2025) (**Attachment E**)
- CPW Non-Disclosure Agreement (NDA) nest data (CPW 2025)
- CPW High Priority Habitat data (CPW 2026)

The IPaC report indicates a total of eight federally listed threatened, endangered, or proposed species as potentially occurring within the Study Area:

- Preble's meadow jumping mouse (*Zapus hudsonius preblei*), federally threatened
- Piping plover (*Charadrius melodus*), federally threatened
- Whooping crane (*Grus americana*), federally endangered
- Pallid sturgeon (*Scaphirhynchus albus*), federally endangered
- Monarch butterfly (*Danaus plexippus*), federally proposed threatened
- Suckley's cuckoo bumble bee (*Bombus suckleyi*), federally proposed endangered
- Ute ladies'-tresses (*Spiranthes diluvialis*), federally threatened
- Western prairie fringed orchid (*Platanthera praeclara*), federally threatened



Habitat for federally listed species was reviewed using the abovementioned spatial data. Critical habitat has been designated for three of the listed species potentially occurring in the Study Area: Preble's meadow jumping mouse, piping plover, and whooping crane. Critical habitat has been proposed for the Monarch butterfly. The Study Area does not contain any mapped or proposed critical habitat for these species. Critical habitat has not been designated by the USFWS for pallid sturgeon, Suckley's cuckoo bumble bee, Ute ladies'-tresses, or western prairie fringed orchid.

The Project is not expected to result in the consumptive use of waters from the Platte River basin, therefore no impacts to federally listed species associated with the Platte River (piping plover and pallid sturgeon) are expected.

Although whooping cranes are known to use wet agricultural or short grass fields as stop over locations and have been encountered in Colorado, the Study Area is well outside of the migration corridor for the species. Because of this, no impacts to whooping cranes are anticipated from the Project.

Potential suitable habitat for western prairie fringed orchid consists of moist to wet calcareous prairies and sedge meadows. It most often grows in relatively undisturbed grassland but can also be found in moderately disturbed sites such as roadside ditches. Undisturbed grasslands and ditches containing sufficient moisture are not present in the Study Area; therefore, impacts to the western prairie fringed orchid are not anticipated from the Project.

Potential suitable habitat for Preble's meadow jumping mouse consists of relatively undisturbed grasslands bordering riparian areas that this species prefers for hibernation. Land use within the Study Area consists of agricultural and disturbed areas. Olsson staff did not observe suitable riparian or grassland habitat during their site visit. Therefore, the presence of Preble's meadow jumping mouse within the Study Area is not likely and impacts to Preble's meadow jumping mouse and its habitat are not anticipated from the Project.

Milkweed species (*Asclepias sp.*) play an essential role in the life cycle of the Monarch butterfly by providing a critical food source as Monarch caterpillars feed exclusively on their leaves. Milkweed was not encountered within the Study Area; however the field visit occurred outside of the growing season. Milkweed and nectar producing plants have limited potential to occur along roadsides within the Project Area. Any impacts from Project construction resulting in vegetation clearing would have a negligible impact on the Monarch butterfly and its habitat and are unlikely to adversely affect. Additionally, the monarch butterfly is not afforded regulatory protection until the Final Rule is published in the Federal Register. As of December 2025, the USFWS moved the monarch butterfly's listing from "proposed rule stage" to "long-term action" indicating that a final decision is not expected at the earliest until the end of 2026. Since construction is anticipated to begin in July 2026, no further action is recommended (Monarch Joint Venture 2025).

Potential habitat for Suckley's cuckoo bumble bee does exist within the Study Area amongst prairies, grasslands, and agricultural areas that its host bumble bee species are known to utilize. However, since ground disturbance for the Project is planned in disturbed and agricultural



areas, which offer low quality habitat for pollinators, no impact to Suckley's cuckoo bumble bee is expected.

Potential habitat for Ute ladies'-tresses consists of moist, low gradient riparian habitats such as streambanks, floodplains, wet meadows, and alluvial terraces with a seasonally high water table. Olsson staff did not observe suitable riparian habitat during their site visit. Therefore, the presence of Ute ladies'-tresses within the Study Area is not likely and impacts to this species and its habitat are not anticipated from the Project.

A review of the CODEX report listed two state-protected species which were not listed on the federal IPaC report: burrowing owl (*Athene cunicularia*) and black-footed ferret (*Mustela nigripes*) are listed as state-threatened and state-endangered, respectively, in Colorado. Suitable habitat for the burrowing owl consists of abandoned prairie dog (*Cynomys sp.*) burrows and colonies found in treeless prairies, grasslands, and agricultural fields, which the species depends on for cover and shelter. During Olsson's December 22, 2025 and January 22, 2026 site visits, no active prairie dog colonies or burrowing owl activity was observed. However, burrowing owl habitat in the form of prairie dog burrows were documented in the central and northern portions of the Study Area (**Figures 4b and 4c, Attachment A**). The burrows appeared to be abandoned and were covered with vegetation but may still become occupied during the burrowing owl nesting season (**March 15 through October 31**). CPW recommends three surveys spaced one week apart prior to the start of construction during the burrowing owl nesting season to determine occupancy status. These additional burrowing owl surveys are recommended based on the anticipated construction start date July 1, 2026.

Suitable habitat for the black-footed ferret is limited to open habitat used by prairie dogs as the species is considered an obligatory associate of prairie dogs. The only known occurrences are experimental populations located outside of the project footprint.

Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act

CPW NDA bald eagle and raptor nest data within a 0.50-mile buffer of the Project route were reviewed. No CPW mapped nests are mapped within a 0.50-mile buffer of the Project route. No bald eagle nests were observed within a 0.50-mile buffer of the route during Olsson's December 22, 2025 and January 22, 2026 site visits, and no small bird nests were observed within the Study Area.

Three unoccupied raptor nests were encountered during Olsson's December 22, 2025, survey. Two unoccupied nests (species unknown) were observed and documented approximately 260-foot south of the Study Area in two separate mature cottonwood (*Populus spp.*) trees in parcel number 0156700000216 (**Figure 4a, Attachment A**). No raptors or small birds were observed at the nests, and no eggs or young were observed. A third unoccupied raptor nest was observed in a mature tree in parcel number 0156730201001. The nest was unoccupied at the time of the survey, but a mature red-tailed hawk was observed on a branch adjacent to the nest (**Figure 4a, Attachment A**). No additional nests were observed during the January 22, 2026, site visit.



During the January 22, 2026 site visit, three great horned owls (*Bubo virginianus*) were observed hunting and flying between trees south of the proposed pipeline route; however, no nests associated with the owl activity were observed.

An on-site pre-construction nest survey is recommended before Project activities commence, and within seven days of activities commencing, if activities are scheduled between December 1 and July 31 (the typical nesting season for bald eagles in Colorado), and/or February 15 and July 31 (the typical nesting seasons for common raptors in Adams County), and/or April 1 through August 31 (the small bird nesting season) to confirm the presence and status of active nests or new nests within the vicinity of the Project.

High Priority Habitat

High Priority Habitat (HPH) is identified by the Colorado Energy and Carbon Management Commission as habitat areas identified by CPW where measures to avoid, minimize, and mitigate adverse impacts to wildlife have been identified to protect breeding, nesting, foraging, migrating, or other uses by wildlife. A review of CPW's HPH data, effective September 2, 2025, showed that the Study Area does not intersect with any CPW mapped HPH.

Noxious Weeds

Olsson's December 22, 2025, and January 22, 2026, site visits included reporting on noxious weeds within the Project Study Area. A fenced-in pasture located just outside the northeastern portion of the pipeline route contained a dense community of common mullein (*Verbascum thapsus*, Figure 4c, Attachment A). Common mullein was also encountered at Sample Point 2 near the fenceline within the Study Area and within the proposed pad site in the eastern portion of the proposed pipeline route (Figure 4b, Attachment A). Downy brome (*Bromus tectorum*) was encountered within the proposed pad site in the eastern portion of the proposed pipeline route. Mullein and downy brome are designated as a List C Colorado noxious weed species. List C noxious weed species are defined by the Colorado Department of Agriculture as a widespread and well-established plant species in which management is recommended but control is not mandatory statewide (CDA 2025). Musk thistle (*Carduus nutans*), a List B Colorado noxious weed species, was observed at sample point 1 along the fenceline (Figure 4c, Attachment A). Bull thistle (*Cirsium vulgare*), a list B Colorado noxious weed species, was observed within the proposed pad site in the eastern portion of the proposed pipeline route. A Colorado List B noxious weed is a species that the state requires to be controlled, contained, or suppressed, with each county responsible for choosing specific management actions to prevent the weed from spreading further (CDA 2025).

Olsson recommends the disturbed area of the Project route be maintained during construction by Williams, or its construction contractor in a manner that controls soil erosion, dust, and the introduction, growth, and spread of noxious weeds. Construction best management practices and erosion and sediment controls should be employed throughout construction.



Disclosure

This evaluation was completed using readily available existing and published data, as well as data collected during Olsson's site visits on December 22, 2025 and January 22, 2026. If Williams has questions about the results presented herein, please contact Jessica Roath at 303.725.9185 / jroath@olsson.com or Sage Evans at 402.951.2015 / sevans@olsson.com.

References Cited

- CDA (Colorado Department of Agriculture). 2025. Noxious weed species in Colorado. Accessed January 8, 2025, at <https://ag.colorado.gov/conservation/noxious-weeds/colorado-noxious-weed-list>
- CHNP (Colorado Natural Heritage Program) and CPW (Colorado Parks and Wildlife). 2026. Colorado's Conservation Data Explorer (CODEX) report. Generated January 5, 2026, at <https://codex.cnhp.colostate.edu/>.
- Colorado Parks and Wildlife (CPW). 2025. High Priority Habitat GIS Data Layers. Colorado Parks and Wildlife. <https://cpw.state.us>
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of Wetlands and Deepwater Habitats of the United States. U.S. Fish and Wildlife Service (USFWS) Report No. FWS/OBS/-79/31. Washington, D.C. Accessed January 5, 2026, at <https://pubs.usgs.gov/publication/2000109>.
- FEMA (Federal Emergency Management Agency). 2025. National Flood Hazard Layer. Accessed January 5, 2026, at <https://www.fema.gov/flood-maps/national-flood-hazard-layer>.
- Google Earth. 2025. Aerial Imagery. Adams County, Colorado. Accessed January 2026.
- Monarch Joint Venture. 2025. Monarch butterfly listing update: what “long-term actions” means. Accessed January 5, 2026, at <https://monarchjointventure.org/blog/monarch-butterfly-listing-update-what-long-term-actions-means>.
- USACE (U.S. Army Corps of Engineers). 1987. Corps of Engineers Wetland Delineation Manual. Technical Report Y 87 1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.
- USACE. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), ed. Wakeley, J.S., R.W. Lichvar, and C.V. Noble. ERDC/EL TR-10-1. Vicksburg, Mississippi., U.S. Army Engineer Research and Development Center.
- USDA (U.S. Department of Agriculture) NRCS (Natural Resources Conservation Service). 2025. Soil Survey Geographic Database (SSURGO). Accessed January 5, 2026, at <https://websoilsurvey.sc.egov.usda.gov/>.
- USDA NRCS. 2012. Part 650-Engineering Field Handbook Chapter 19. Hydrology Tools Field Handbook Chapter 19. Hydrology Tools for Wetland Identification and Analysis.
- USFWS (U.S. Fish and Wildlife Service). 2025. National Wetlands Inventory (NWI) Version 2. U.S. Department of Interior, Fish and Wildlife Service, Washington, D.C. Accessed January 5, 2026, at <https://www.fws.gov/wetlands/>.
- USFWS. 2025. Information for Planning and Consultation (IPaC) Report. Generated January 5, 2026, at <https://ipac.ecosphere.fws.gov/>.

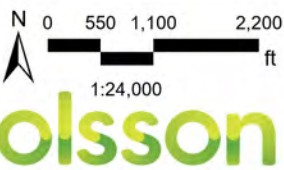
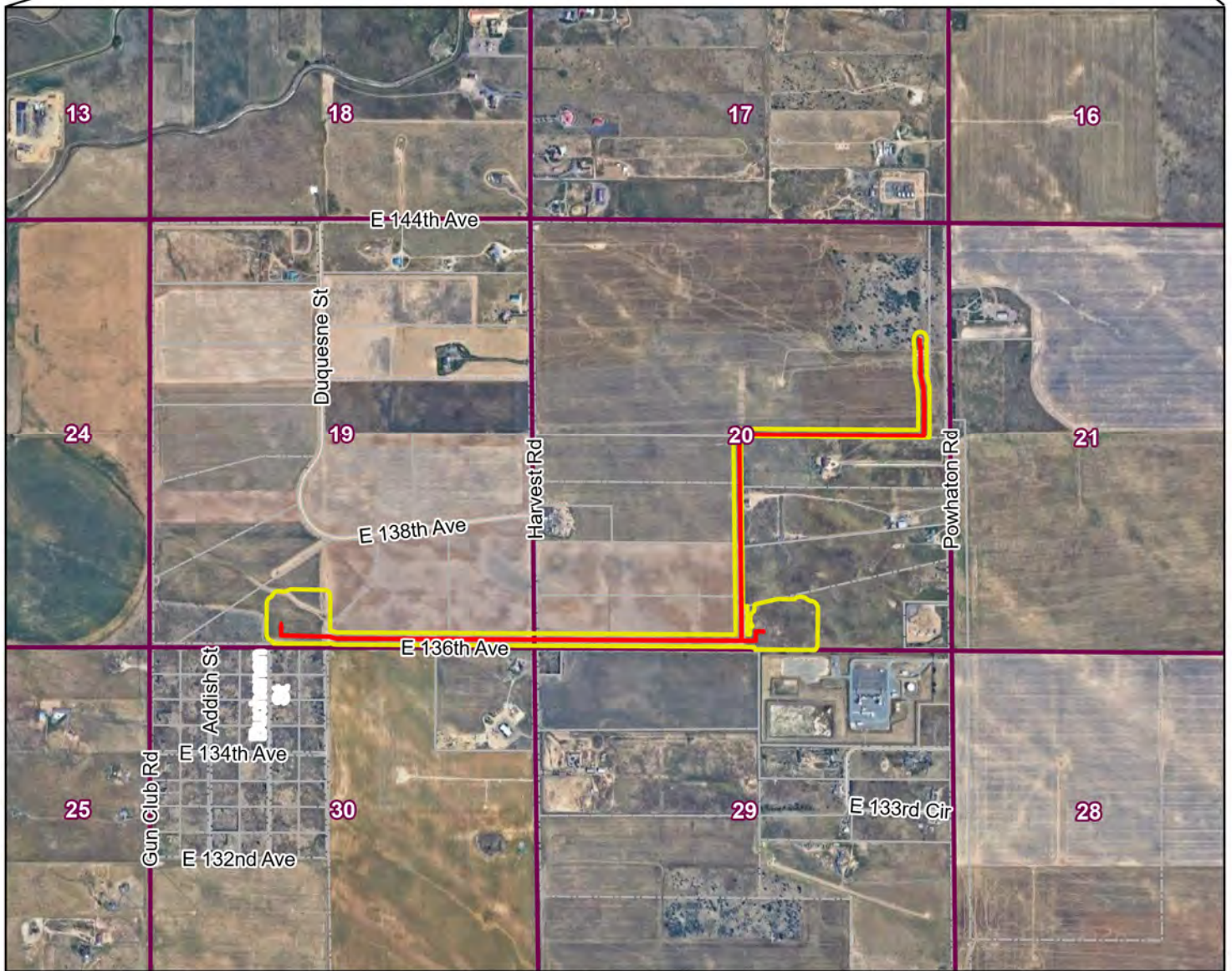
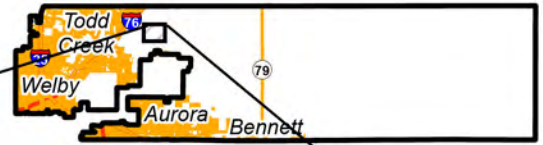
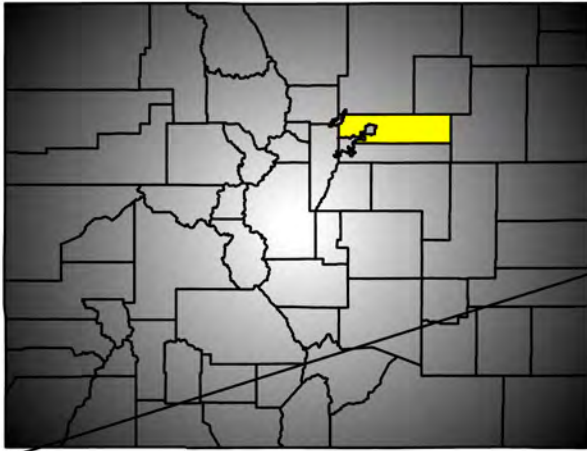


USGS (U.S. Geological Survey). 2024. National Hydrography Dataset (NHD). Accessed January 5, 2026, at <https://www.usgs.gov/national-hydrography/access-national-hydrography-products>.

ATTACHMENT A – FIGURES

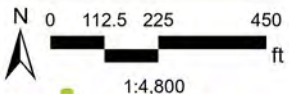
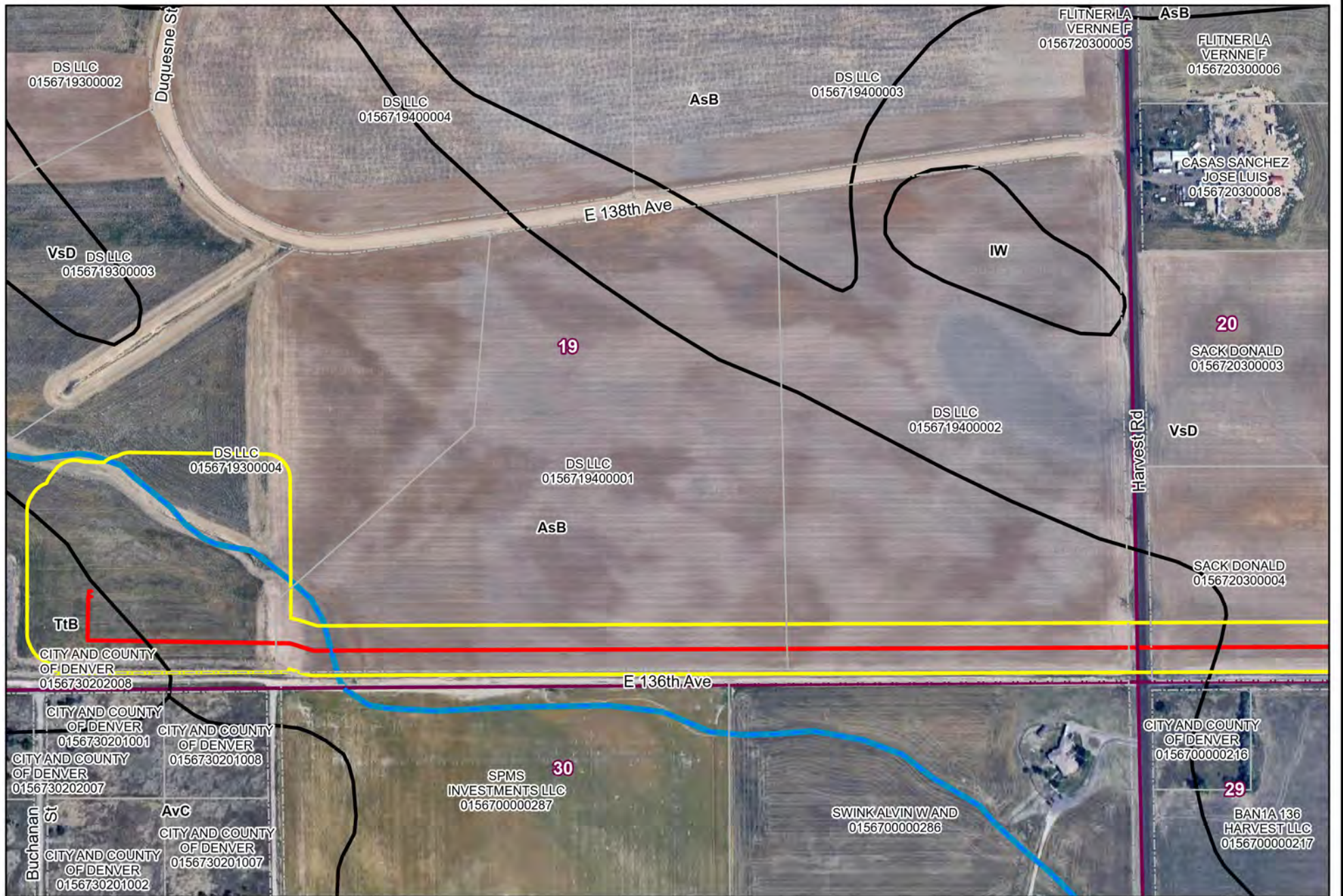
COLORADO

ADAMS COUNTY



- Section Boundary
- Parcel Boundary
- Proposed Route
- Study Area

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
Route Map
Figure 1



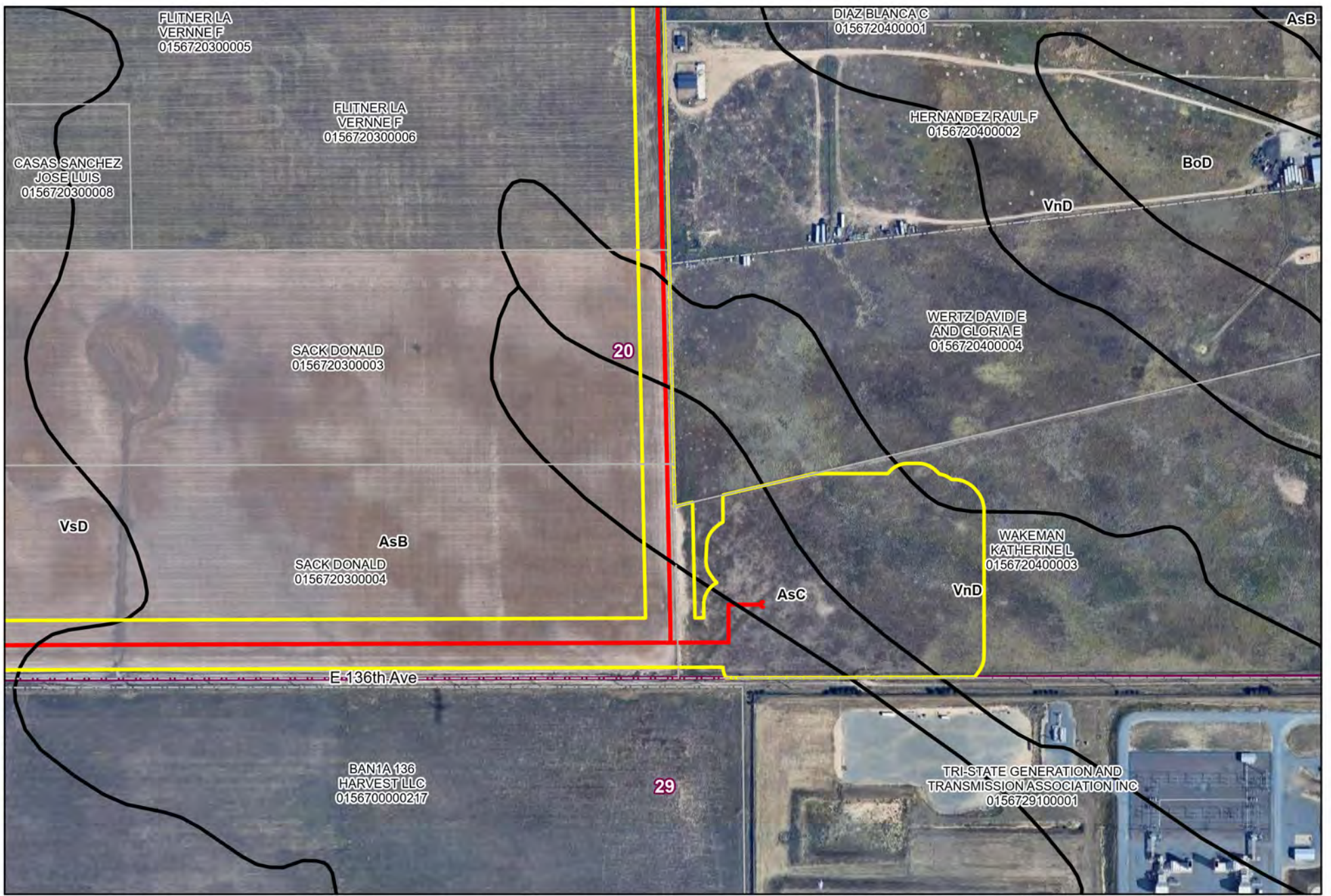
- Proposed Route
- Section Boundary
- Parcel Boundary

- Study Area
- SSURGO Soils

- NHD
- - Intermittent Stream
 - Wetland Class (NWI)
 - Riverine Habitat

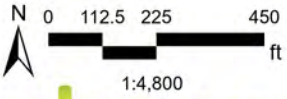
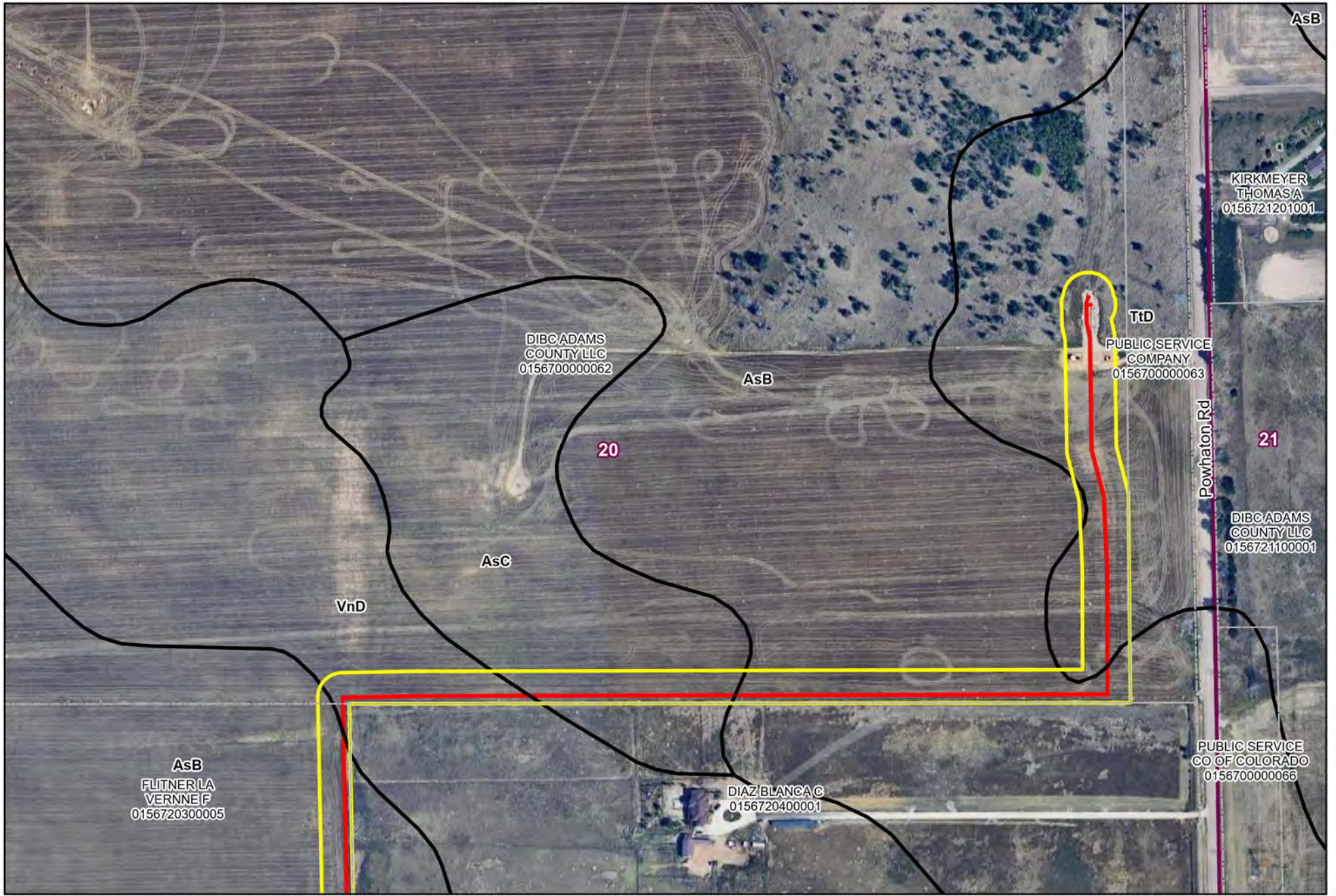
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Desktop Review Map
 Figure 2a





- Proposed Route
- Section Boundary
- Parcel Boundary
- Study Area
- SSURGO Soils

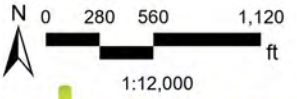
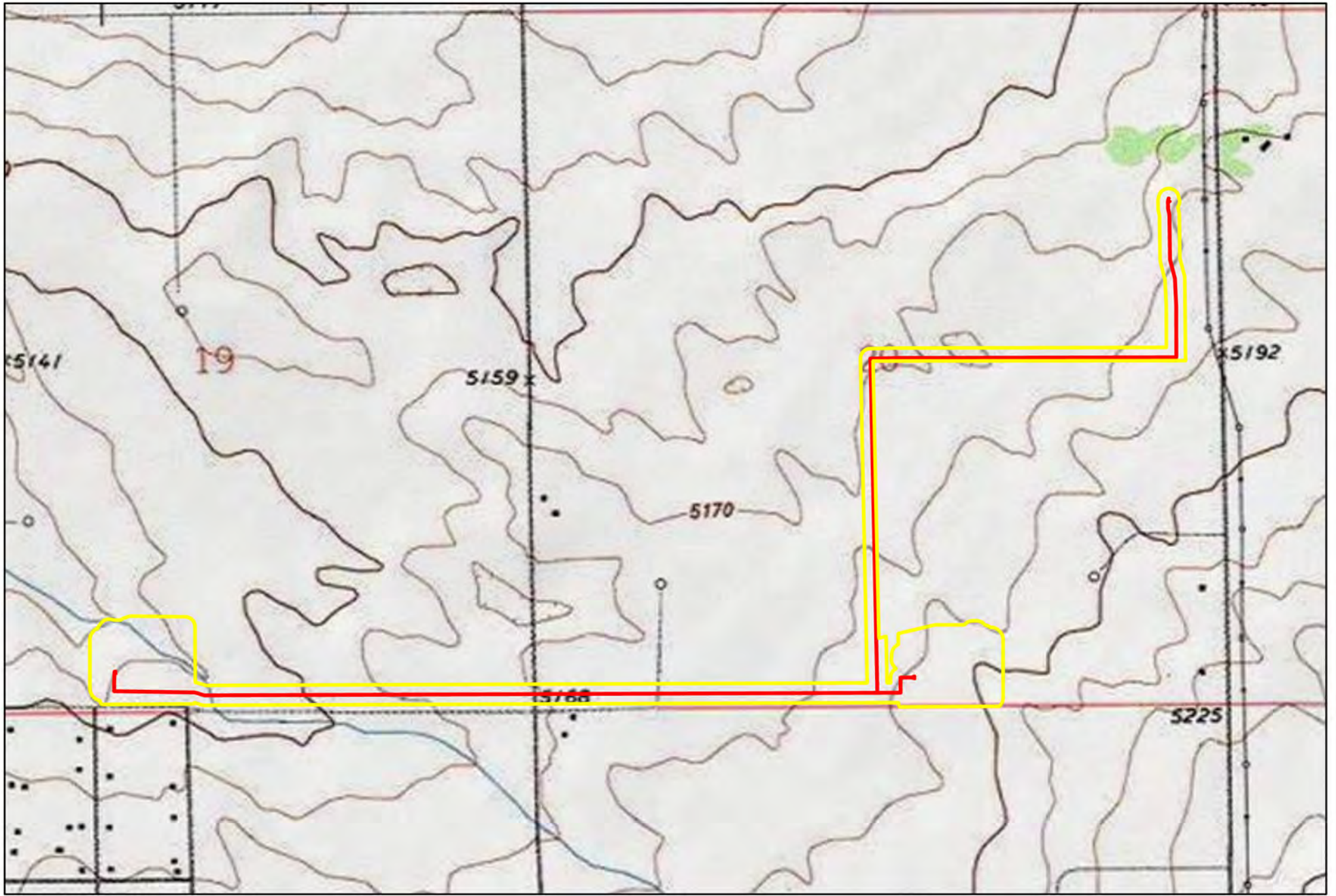
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Desktop Review Map
 Figure 2b





olsson

- Proposed Route
- Section Boundary
- Parcel Boundary
- Study Area
- SSURGO Soils

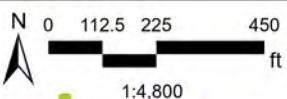
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Desktop Review Map
 Figure 2c



olsson

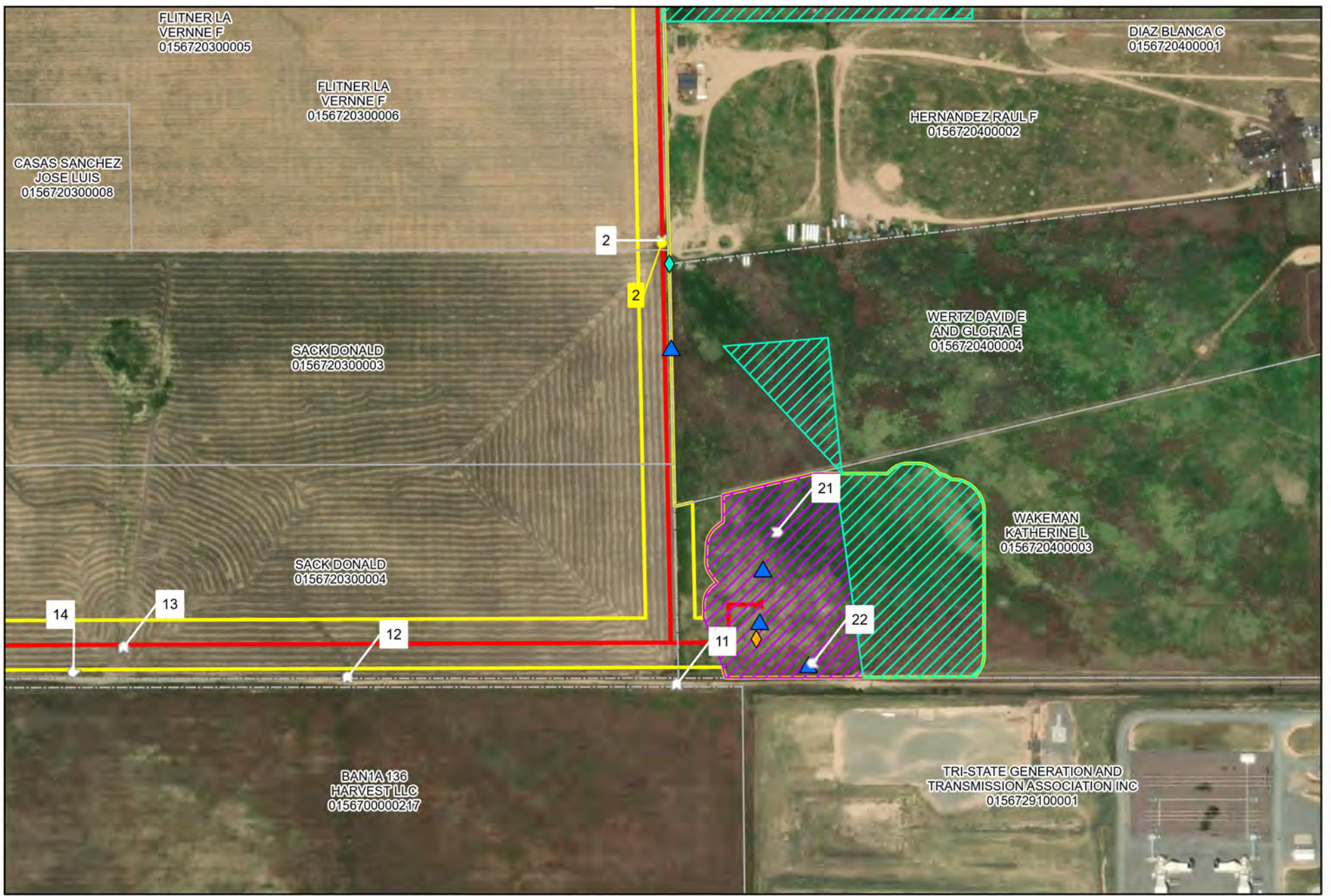
-  Study Area
-  Proposed Route

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
Topographic Map
Figure 3



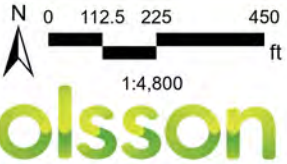
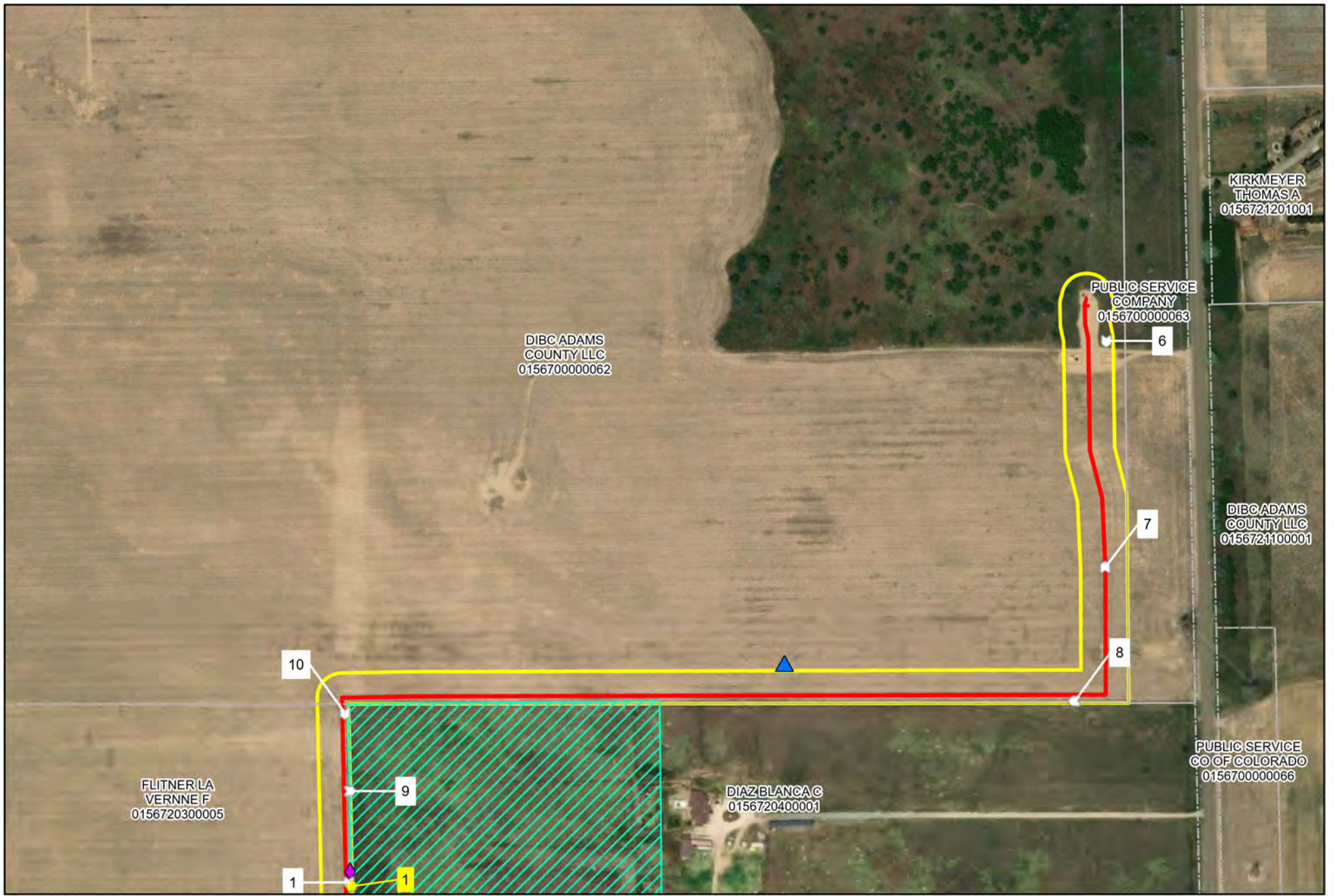
- Sample Point
- Route
- Study Area
- Parcel Boundary
- Unoccupied Raptor Nest
- Photo Point

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Environmental Survey Map
 Figure 4a



- Sample Point
- Photo Point
- ▲ Burrow; burrow
- ◆ Common Mullein
- ◆ Bull Thistle
- Route
- Study Area
- Parcel Boundary
- Cheatgrass
- Common Mullein

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Environmental Survey Map
 Figure 4b



- Sample Point
- ◆ Musk Thistle
- Parcel Boundary
- Route
- Study Area
- ▲ Burrow; burrow
- Common Mullein

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Environmental Survey Map
 Figure 4c

ATTACHMENT B – WETS TABLES

RAINFALL DOCUMENTATION
USE WITH PHOTOGRAPHS

DATE: 12/18/2025

PREPARED BY: Sage Evans

WEATHER STATION: BRIGHTON 3 SE, CO

COUNTY: Adams

STATE: CO

SOIL NAME: Multiple (See Delineation Report)

GROWING SEASON: May 1 - October 31

SITE VISIT DATE: Aerial Taken: 2005-08-06

		LONG TERM RAINFALL RECORDS							
	MONTH	3 YRS IN 10 LESS THAN	AVERAGE	3 YRS IN 10 MORE THAN	RAIN FALL	CONDITION WET, DRY, NORMAL	CONDITION VALUE	MONTH WEIGHT VALUE	PRODUCT OF PREVIOUS TWO COLUMNS
1st PRIOR MONTH*	July	0.88	1.59	1.94	0.23	DRY	1	3	3
2nd PRIOR MONTH*	June	0.77	1.57	1.92	5.02	WET	3	2	6
3rd PRIOR MONTH*	May	1.39	2.51	3.06	0.65	DRY	1	1	1
								SUM =	10

NOTE: If sum is
 6 - 9 then prior period has been drier than normal
 10 - 14 then prior period has been normal
 15 - 18 then prior period has been wetter than normal

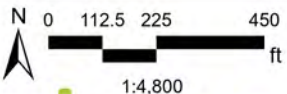
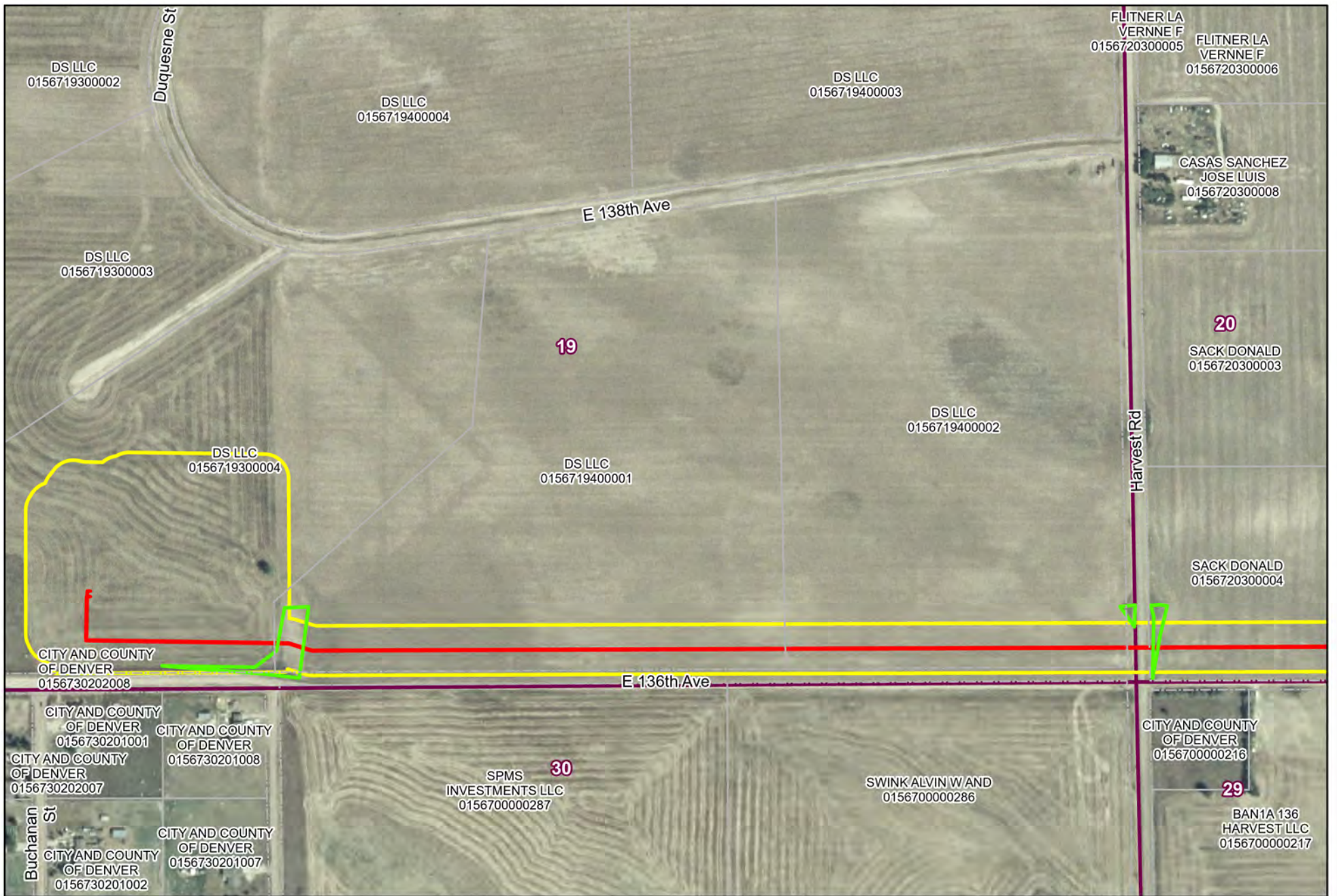
CONDITION VALUE:
 Dry = 1
 Normal = 2
 Wet = 3

*Photo Date

CONCLUSIONS:

At the time of the site visit, hydrologic conditions for the prior period were Normal

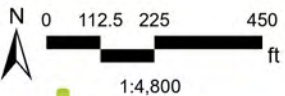
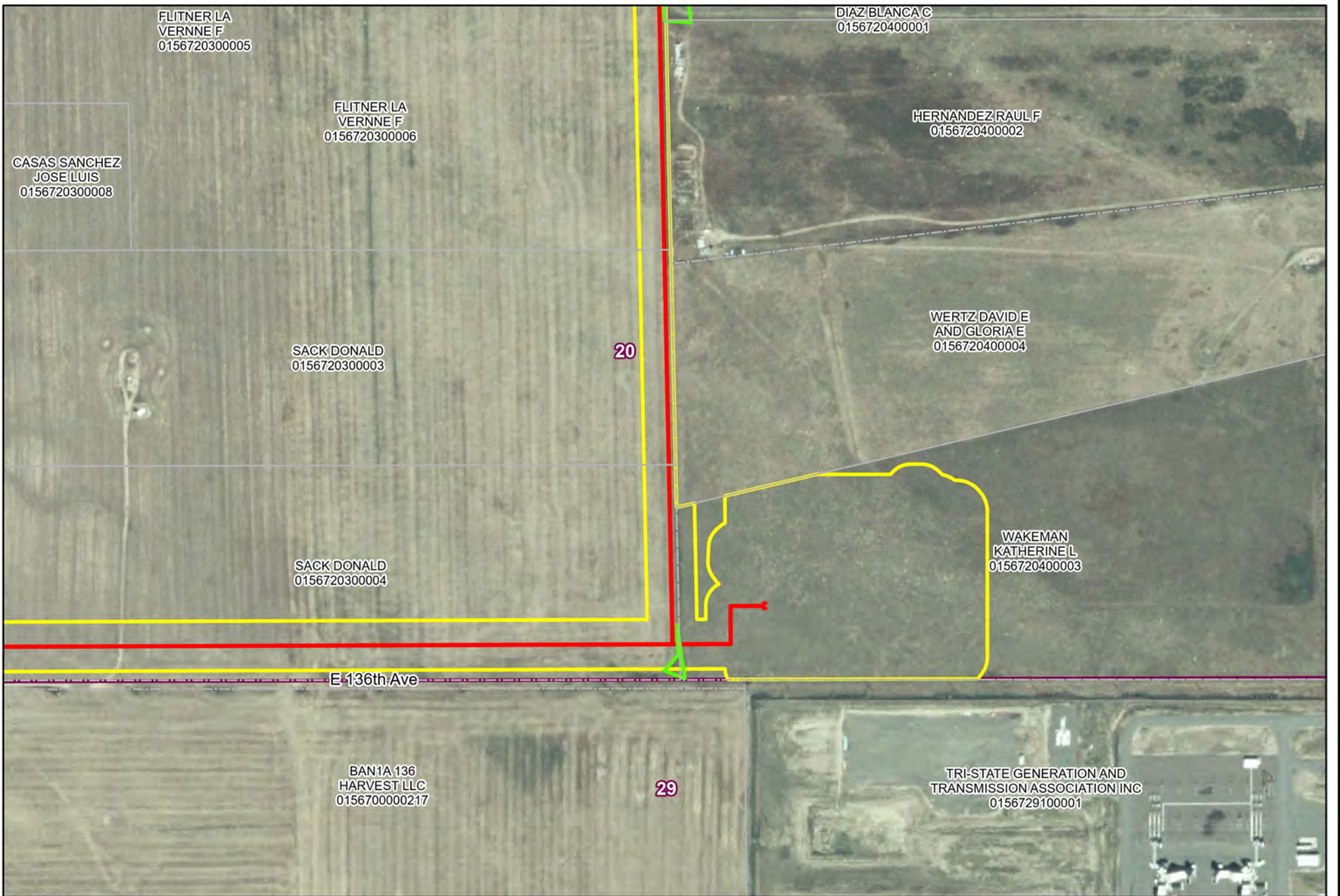
Prior to the site visit monthly precipitation observed at the BRIGHTON 3 SE, CO station was 1.4 inches, which would be considered heavy compared to the monthly average.



olsson

- Route
- Parcel Boundary
- Section Boundary
- 2005 WETS
- Study Area

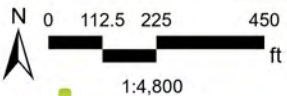
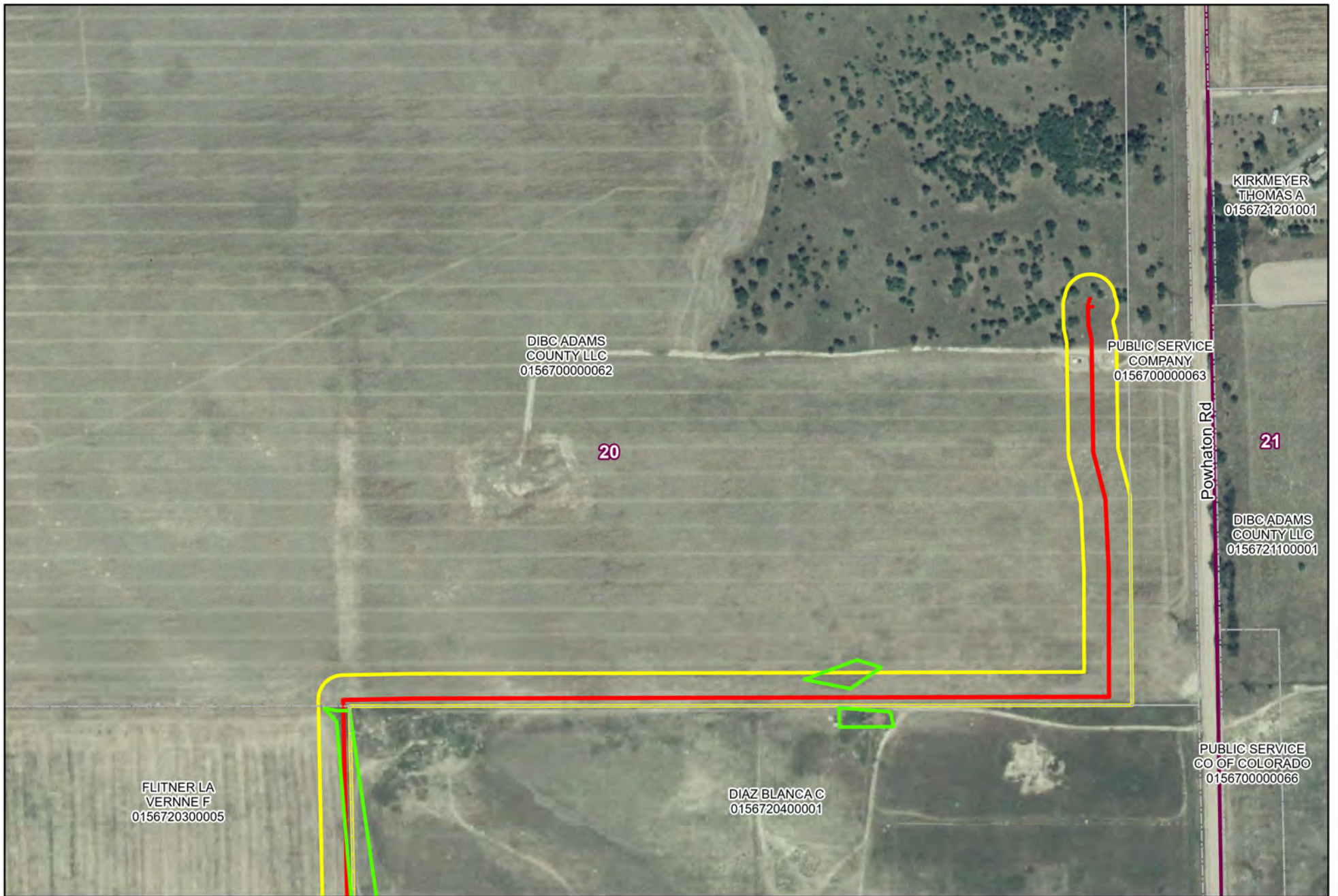
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2005 WETS Map



olsson

- Route
- Parcel Boundary
- 2005 WETS
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
2005 WETS Map



olsson

- Route
- Parcel Boundary
- Section Boundary
- 2005 WETS
- Study Area

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
2005 WETS Map

RAINFALL DOCUMENTATION
USE WITH PHOTOGRAPHS

DATE: 12/18/2025

PREPARED BY: Sage Evans

WEATHER STATION: BRIGHTON 3 SE, CO

COUNTY: Adams

STATE: CO

SOIL NAME: Multiple (See Delineation Report)

GROWING SEASON: May 1 - October 31

SITE VISIT DATE: Aerial Taken: 2011-07-13

		LONG TERM RAINFALL RECORDS			RAIN FALL	CONDITION WET, DRY, NORMAL	CONDITION VALUE	MONTH WEIGHT VALUE	PRODUCT OF PREVIOUS TWO COLUMNS
	MONTH	3 YRS IN 10 LESS THAN	AVERAGE	3 YRS IN 10 MORE THAN					
1st PRIOR MONTH*	June	0.77	1.57	1.92	0.62	DRY	1	3	3
2nd PRIOR MONTH*	May	1.39	2.51	3.06	4.71	WET	3	2	6
3rd PRIOR MONTH*	April	0.83	1.65	2.01	1.51	NORMAL	2	1	2
								SUM =	11

NOTE: If sum is
 6 - 9 then prior period has been drier than normal
 10 - 14 then prior period has been normal
 15 - 18 then prior period has been wetter than normal

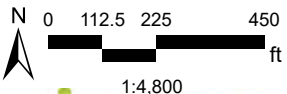
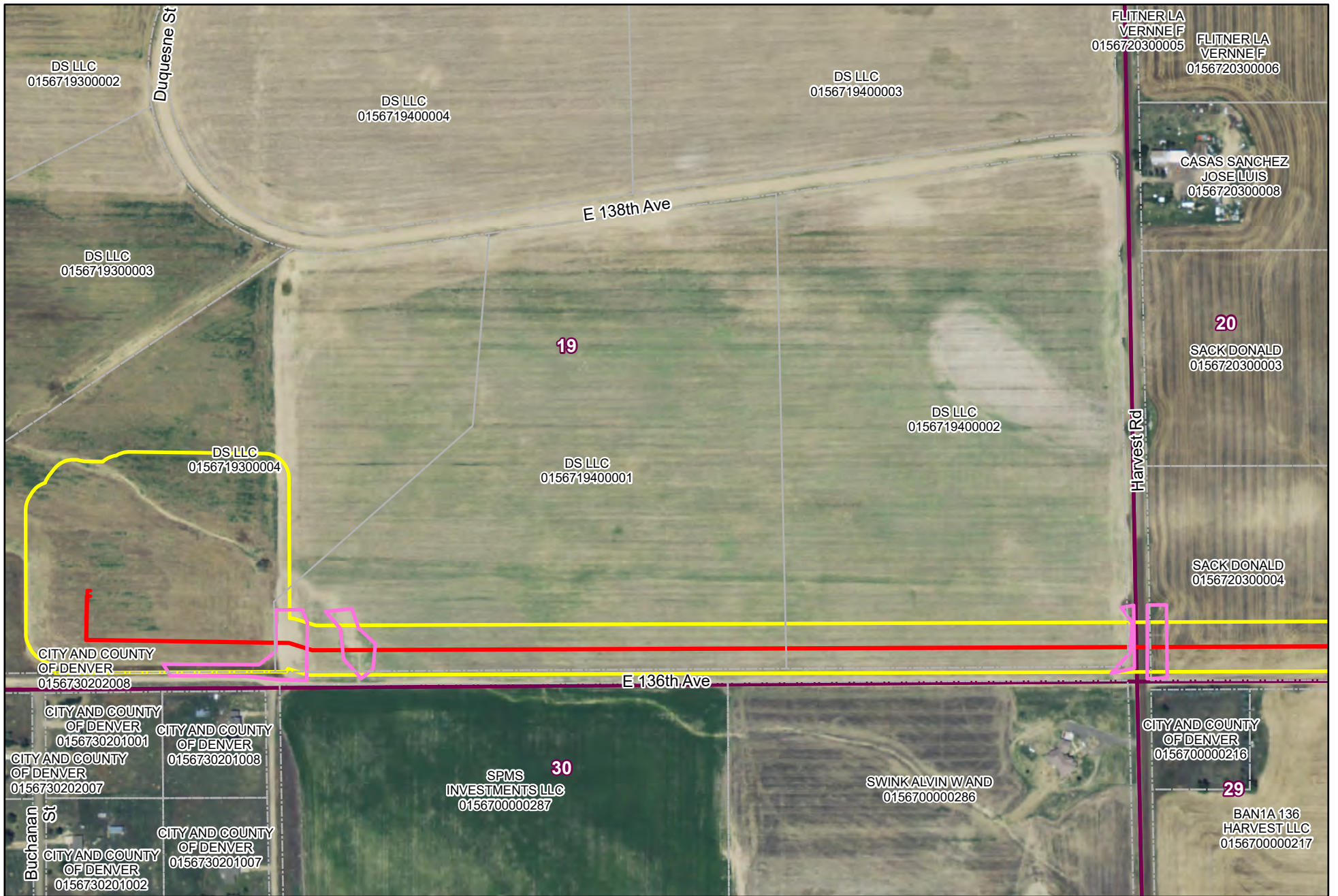
CONDITION VALUE:
 Dry = 1
 Normal = 2
 Wet = 3

*Photo Date

CONCLUSIONS:

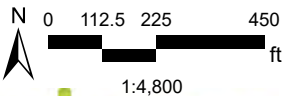
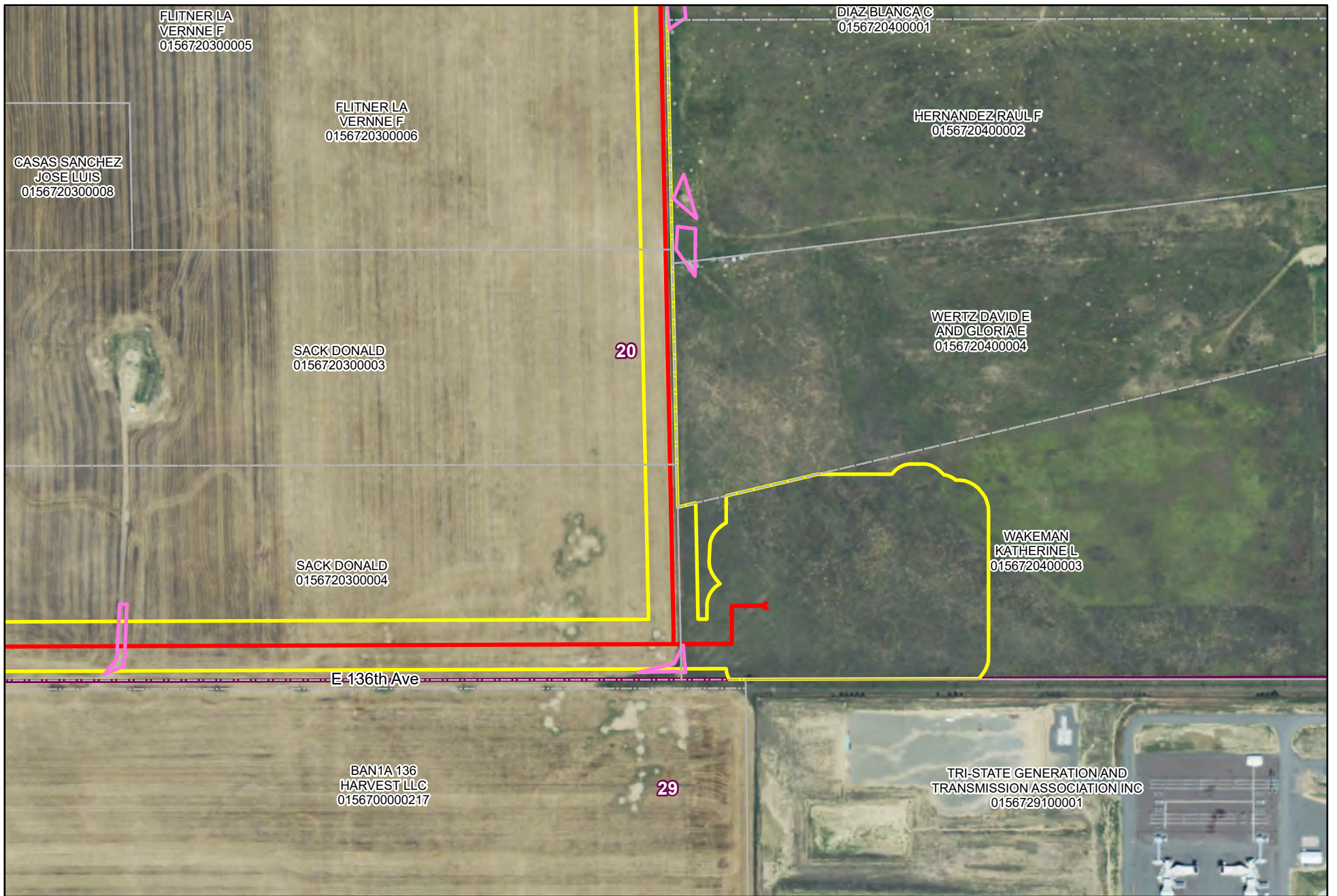
At the time of the site visit, hydrologic conditions for the prior period were Normal

Prior to the site visit monthly precipitation observed at the BRIGHTON 3 SE, CO station was 1.4 inches, which would be considered heavy compared to the monthly average.



- Route
- Parcel Boundary
- 2011 WETS
- Study Area
- Section Boundary

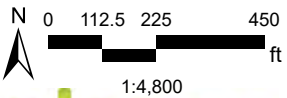
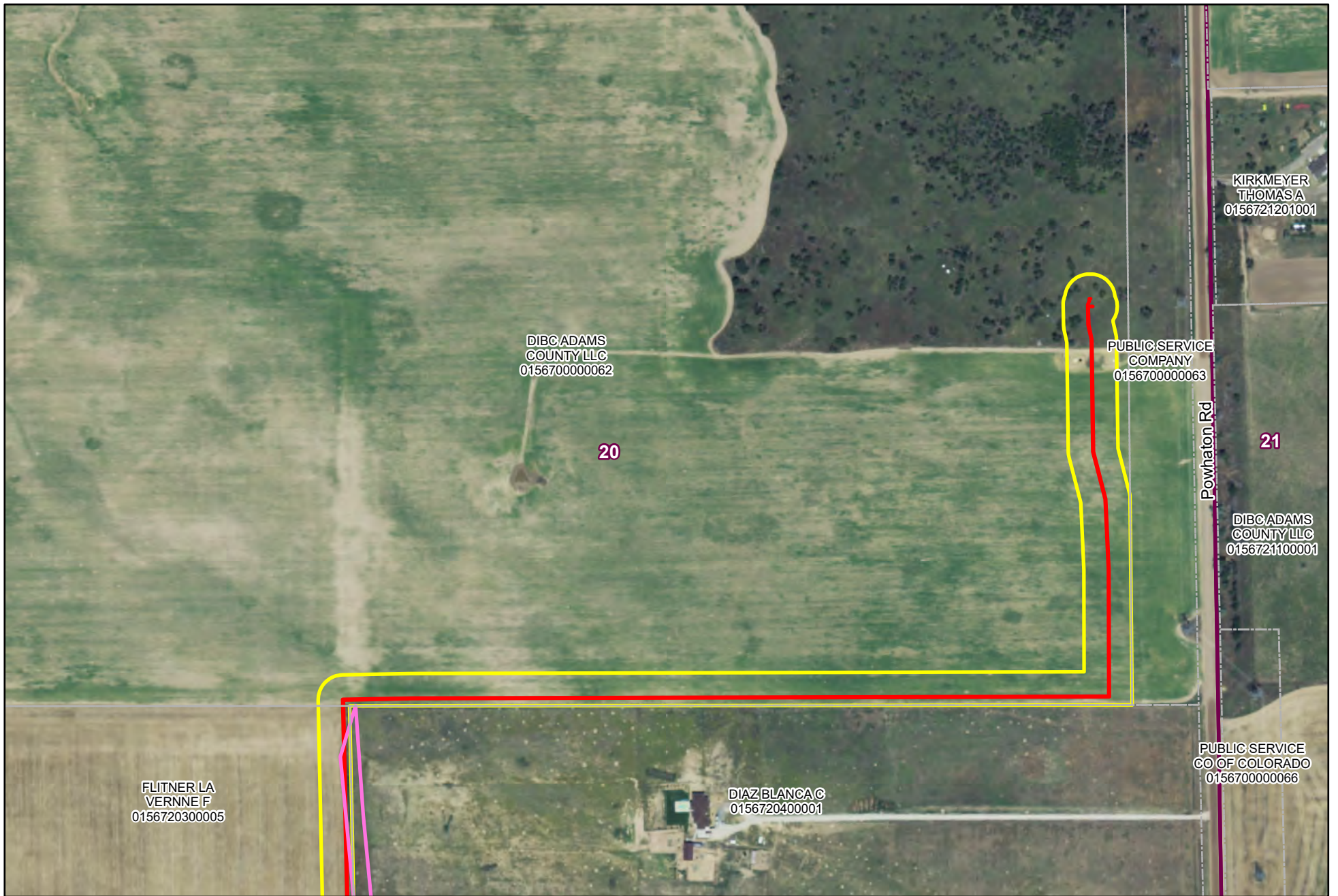
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2011 WETS Map



olsson

-  Route
-  Parcel Boundary
-  2011 WETS
-  Study Area
-  Section Boundary

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
2011 WETS Map



olsson

- Route
- Parcel Boundary
- 2011 WETS
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2011 WETS Map

RAINFALL DOCUMENTATION
USE WITH PHOTOGRAPHS

DATE: 12/18/2025

PREPARED BY: Sage Evans

WEATHER STATION: BRIGHTON 3 SE, CO

COUNTY: Adams

STATE: CO

SOIL NAME: Multiple (See Delineation Report)

GROWING SEASON: May 1 - October 31

SITE VISIT DATE: Aerial Taken: 2017-09-03

		LONG TERM RAINFALL RECORDS			RAIN FALL	CONDITION WET, DRY, NORMAL	CONDITION VALUE	MONTH WEIGHT VALUE	PRODUCT OF PREVIOUS TWO COLUMNS
	MONTH	3 YRS IN 10 LESS THAN	AVERAGE	3 YRS IN 10 MORE THAN					
1st PRIOR MONTH*	August	0.86	1.5	1.81	1.36	NORMAL	2	3	6
2nd PRIOR MONTH*	July	0.88	1.59	1.94	0.62	DRY	1	2	2
3rd PRIOR MONTH*	June	0.77	1.57	1.92	1.01	NORMAL	2	1	2
								SUM =	10

NOTE: If sum is
 6 - 9 then prior period has been drier than normal
 10 - 14 then prior period has been normal
 15 - 18 then prior period has been wetter than normal

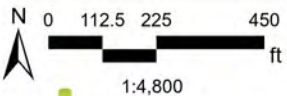
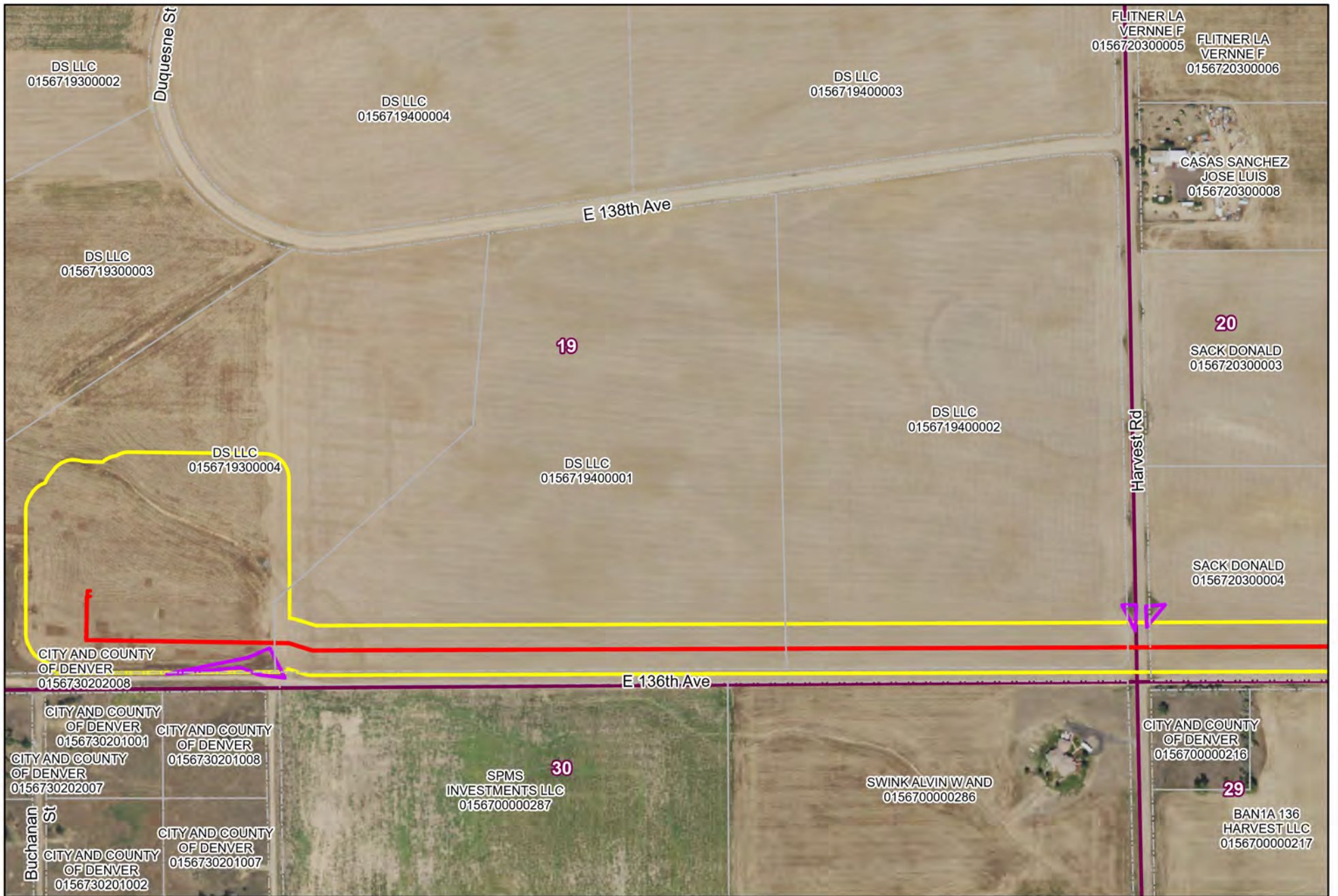
CONDITION VALUE:
 Dry = 1
 Normal = 2
 Wet = 3

*Photo Date

CONCLUSIONS:

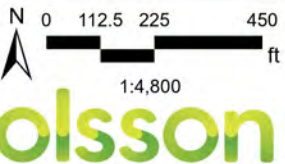
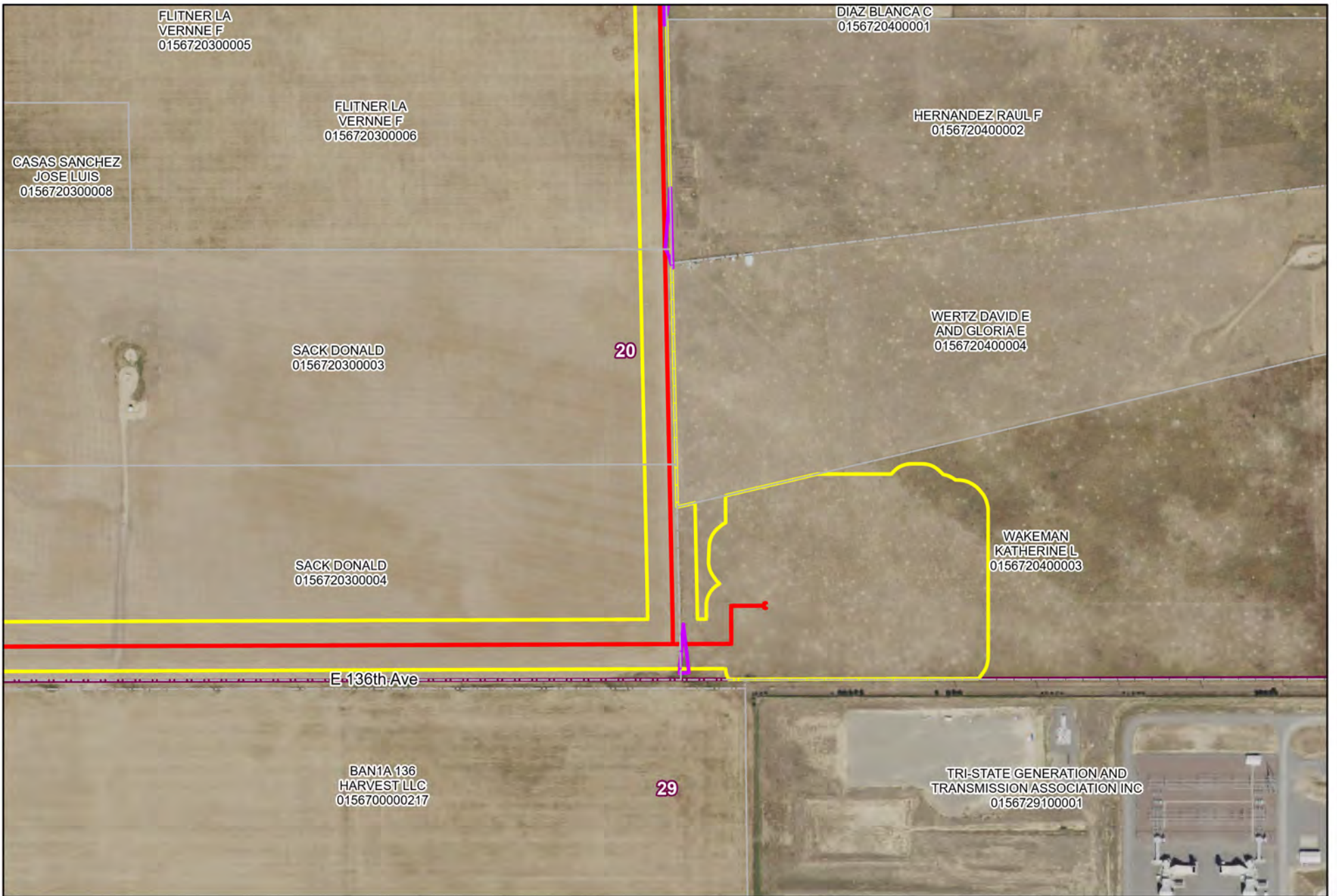
At the time of the site visit, hydrologic conditions for the prior period were Normal

Prior to the site visit monthly precipitation observed at the BRIGHTON 3 SE, CO station was 1.4 inches, which would be considered heavy compared to the monthly average.



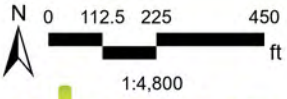
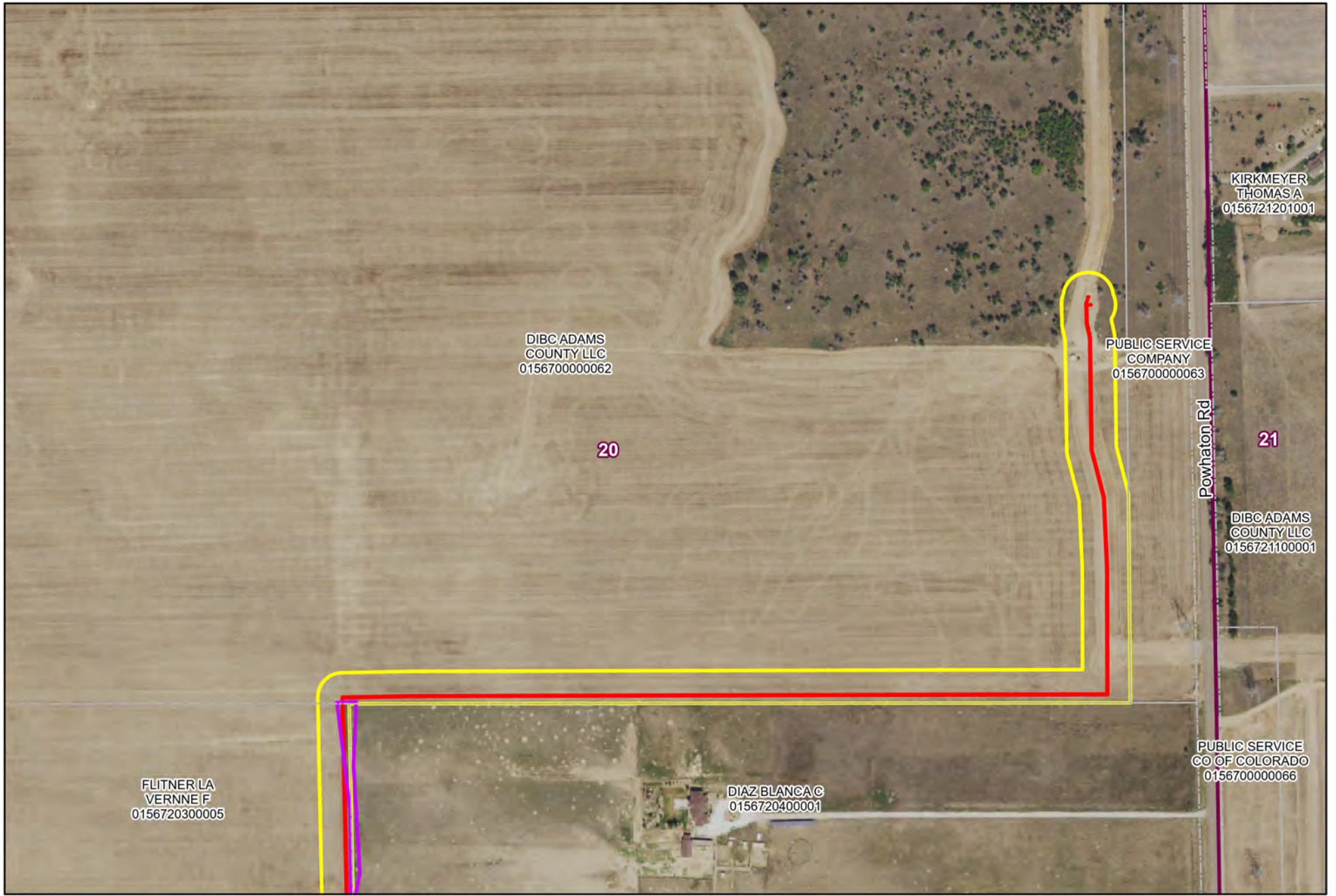
- Route
- Parcel Boundary
- 2017 WETS
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2017 WETS Map



- Route
- Parcel Boundary
- 2017 WETS
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2017 WETS Map



olsson

- Route
- Parcel Boundary
- 2017 WETS
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2017 WETS Map

RAINFALL DOCUMENTATION
USE WITH PHOTOGRAPHS

DATE: 12/18/2025

PREPARED BY: Sage Evans

WEATHER STATION: BRIGHTON 3 SE, CO

COUNTY: Adams

STATE: CO

SOIL NAME: Multiple (See Delineation Report)

GROWING SEASON: May 1 - October 31

SITE VISIT DATE: Aerial Taken: 2021-07-28

		LONG TERM RAINFALL RECORDS			RAIN FALL	CONDITION WET, DRY, NORMAL	CONDITION VALUE	MONTH WEIGHT VALUE	PRODUCT OF PREVIOUS TWO COLUMNS
	MONTH	3 YRS IN 10 LESS THAN	AVERAGE	3 YRS IN 10 MORE THAN					
1st PRIOR MONTH*	July	0.88	1.59	1.94	1.27	NORMAL	2	3	6
2nd PRIOR MONTH*	June	0.77	1.57	1.92	1.82	NORMAL	2	2	4
3rd PRIOR MONTH*	May	1.39	2.51	3.06	3.60	WET	3	1	3
								SUM =	13

NOTE: If sum is
 6 - 9 then prior period has been drier than normal
 10 - 14 then prior period has been normal
 15 - 18 then prior period has been wetter than normal

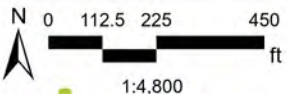
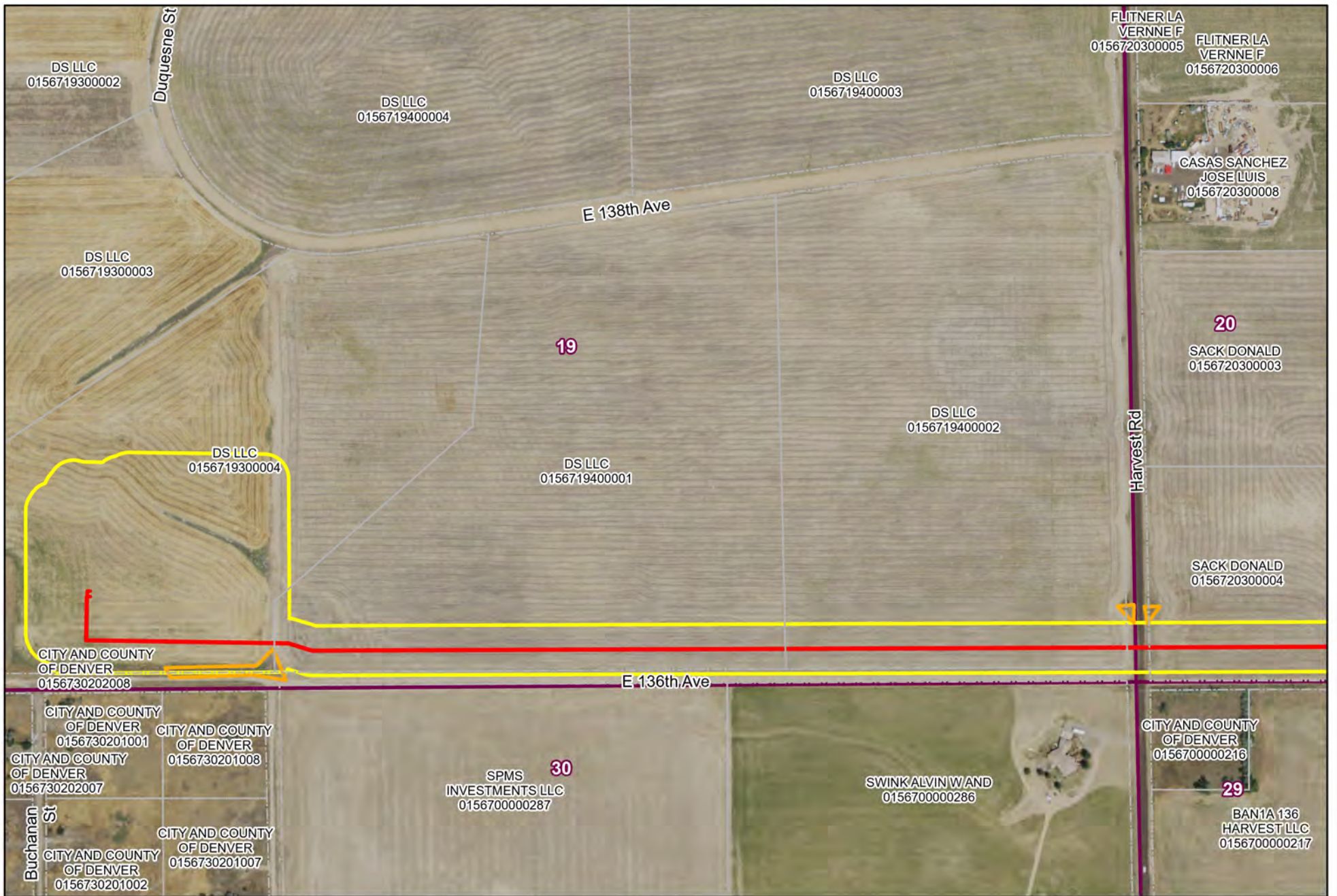
CONDITION VALUE:
 Dry = 1
 Normal = 2
 Wet = 3

*Photo Date

CONCLUSIONS:

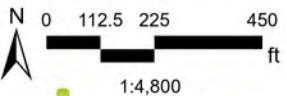
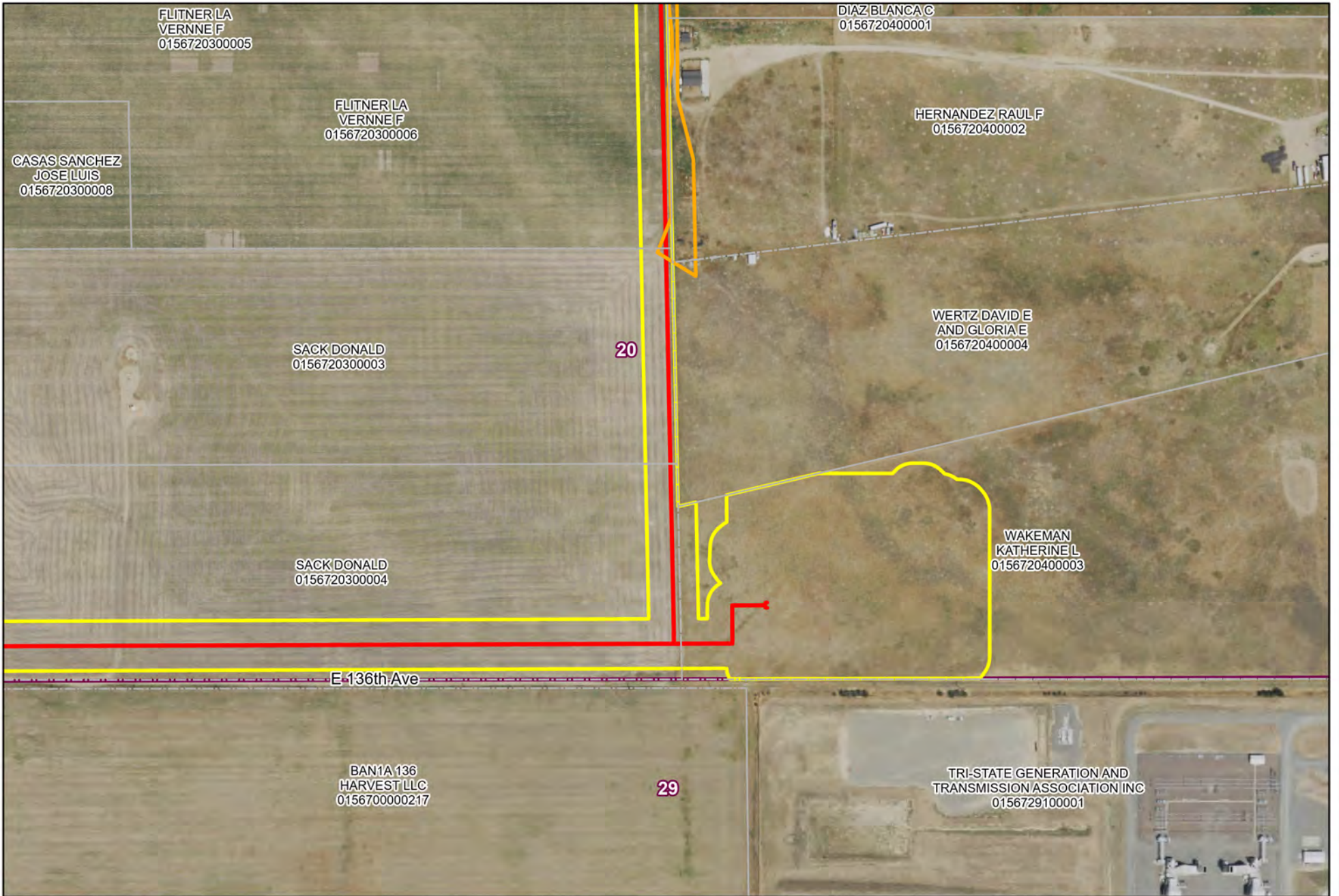
At the time of the site visit, hydrologic conditions for the prior period were Normal

Prior to the site visit monthly precipitation observed at the BRIGHTON 3 SE, CO station was 1.4 inches, which would be considered heavy compared to the monthly average.



- Route
- Parcel Boundary
- Section Boundary
- Study Area
- 2021 WETS

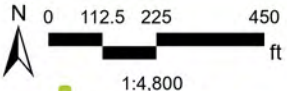
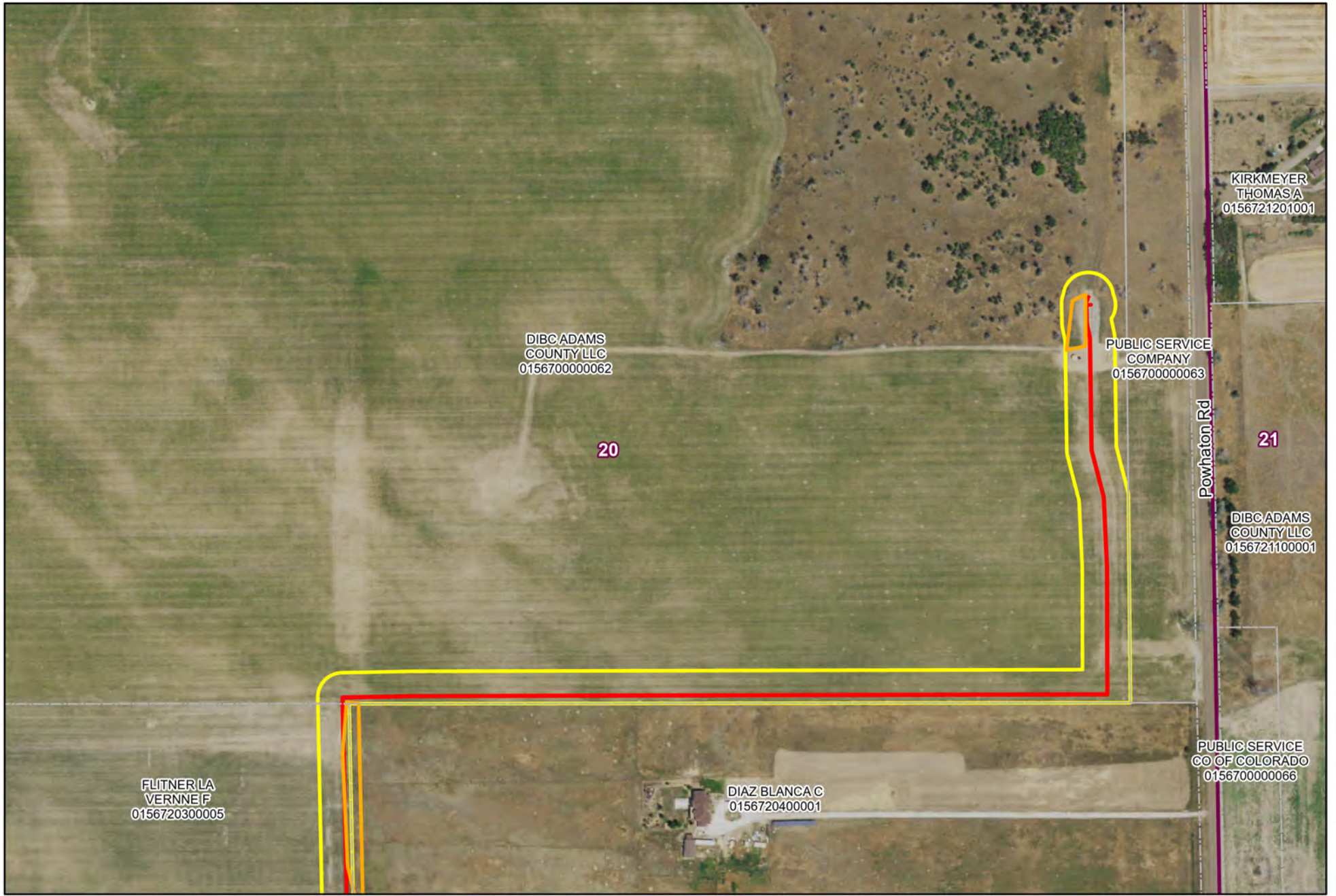
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2021 WETS Map



olsson

-  Route
-  Parcel Boundary
-  2021 WETS
-  Study Area
-  Section Boundary

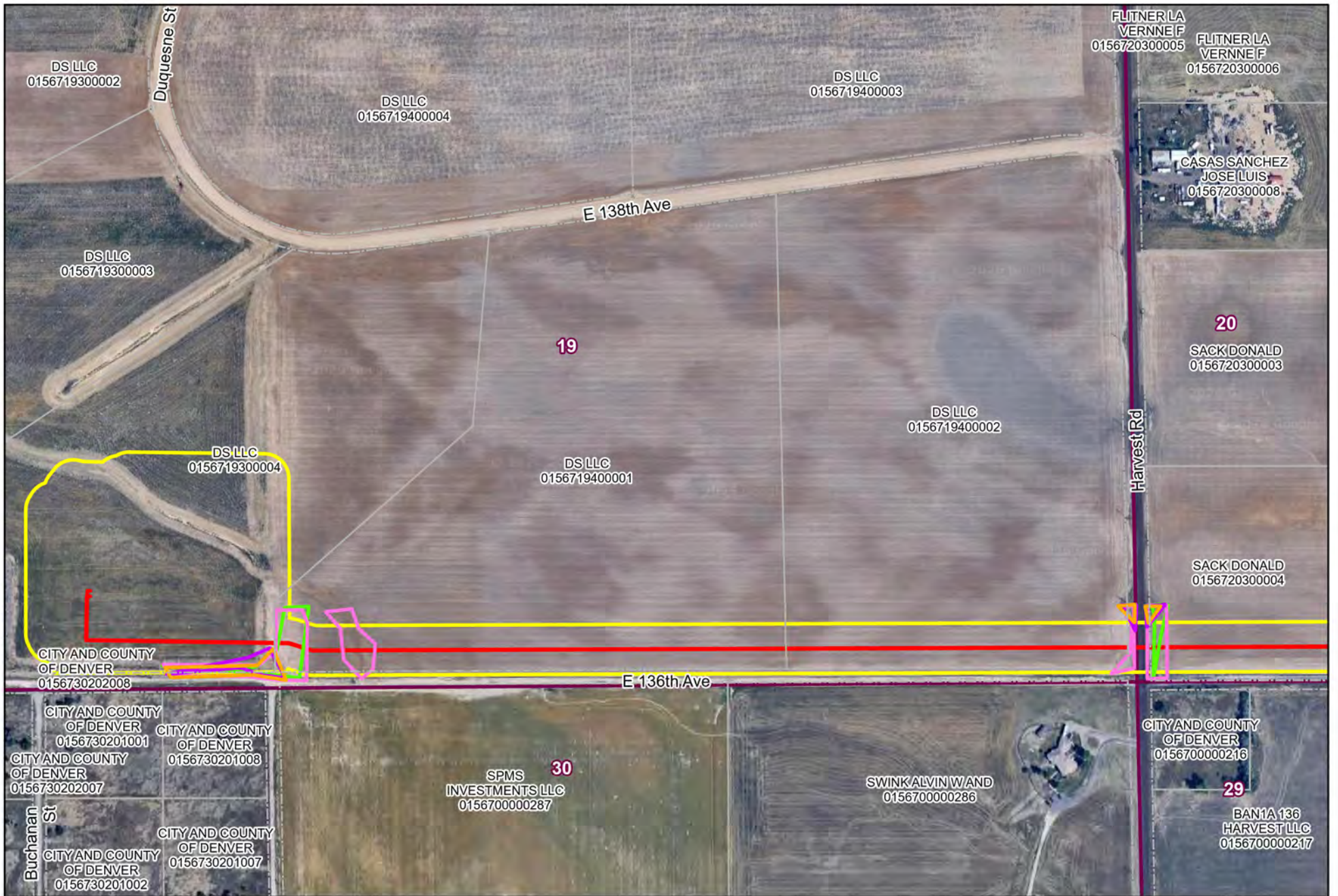
Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
2021 WETS Map



olsson

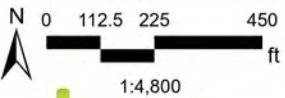
- Route
- Parcel Boundary
- Study Area
- Section Boundary
- 2021 WETS

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
2021 WETS Map



- Route
- 2017 WETS
- Study Area
- Parcel Boundary
- 2011 WETS
- Section Boundary
- 2021 WETS
- 2005 WETS

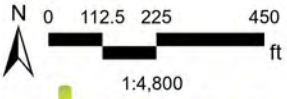
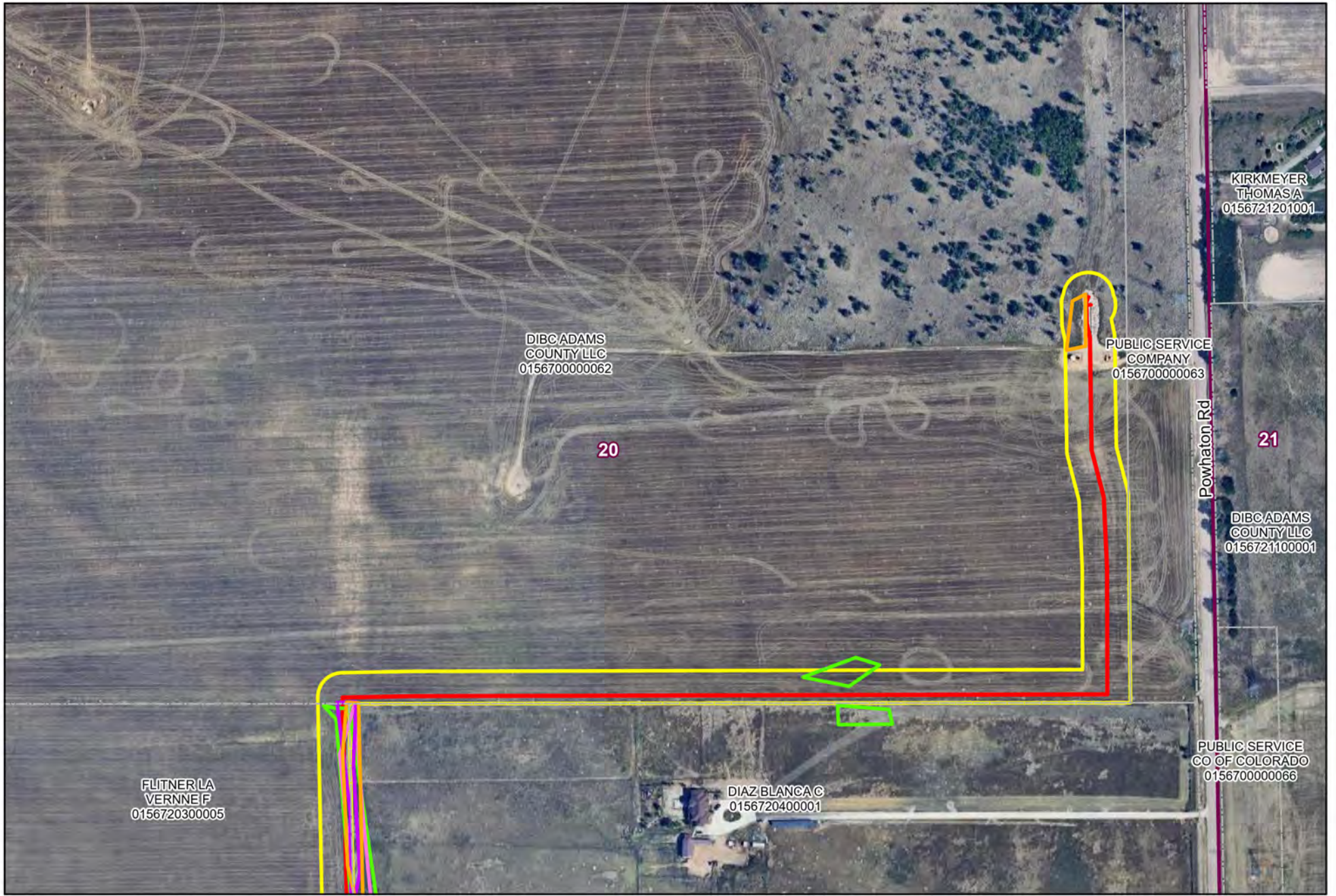
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Combined WETS Map



olsson

- Route
- Parcel Boundary
- 2021 WETS
- 2017 WETS
- 2011 WETS
- 2005 WETS
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
Combined WETS Map

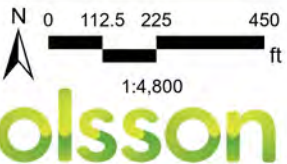
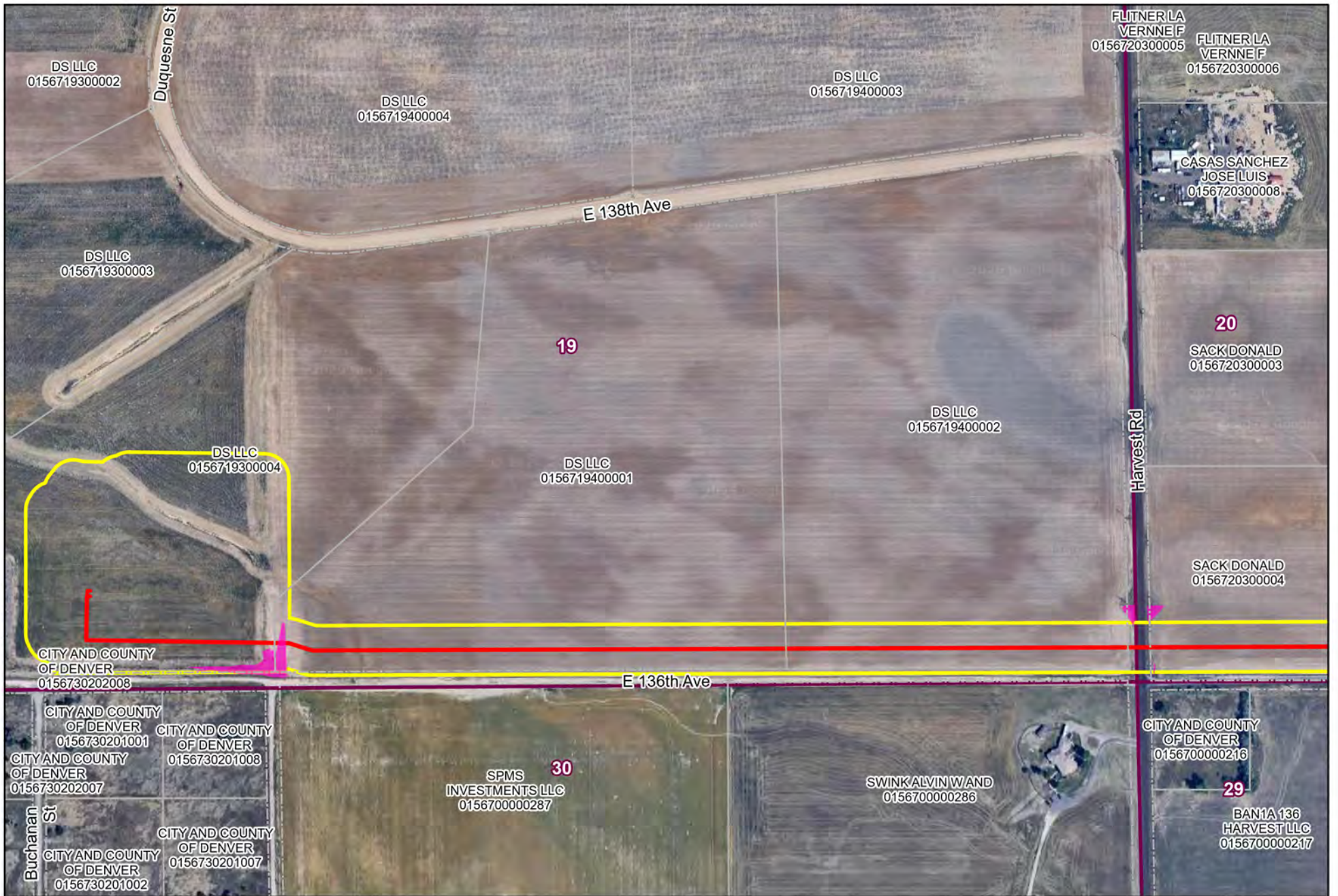


- Route
- Parcel Boundary
- 2021 WETS

- 2017 WETS
- 2011 WETS
- 2005 WETS

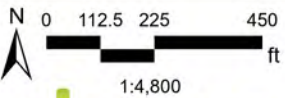
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
Combined WETS Map



- Route
- WETS Area
- Parcel Boundary
- Section Boundary
- Study Area

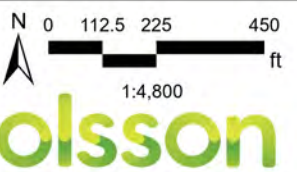
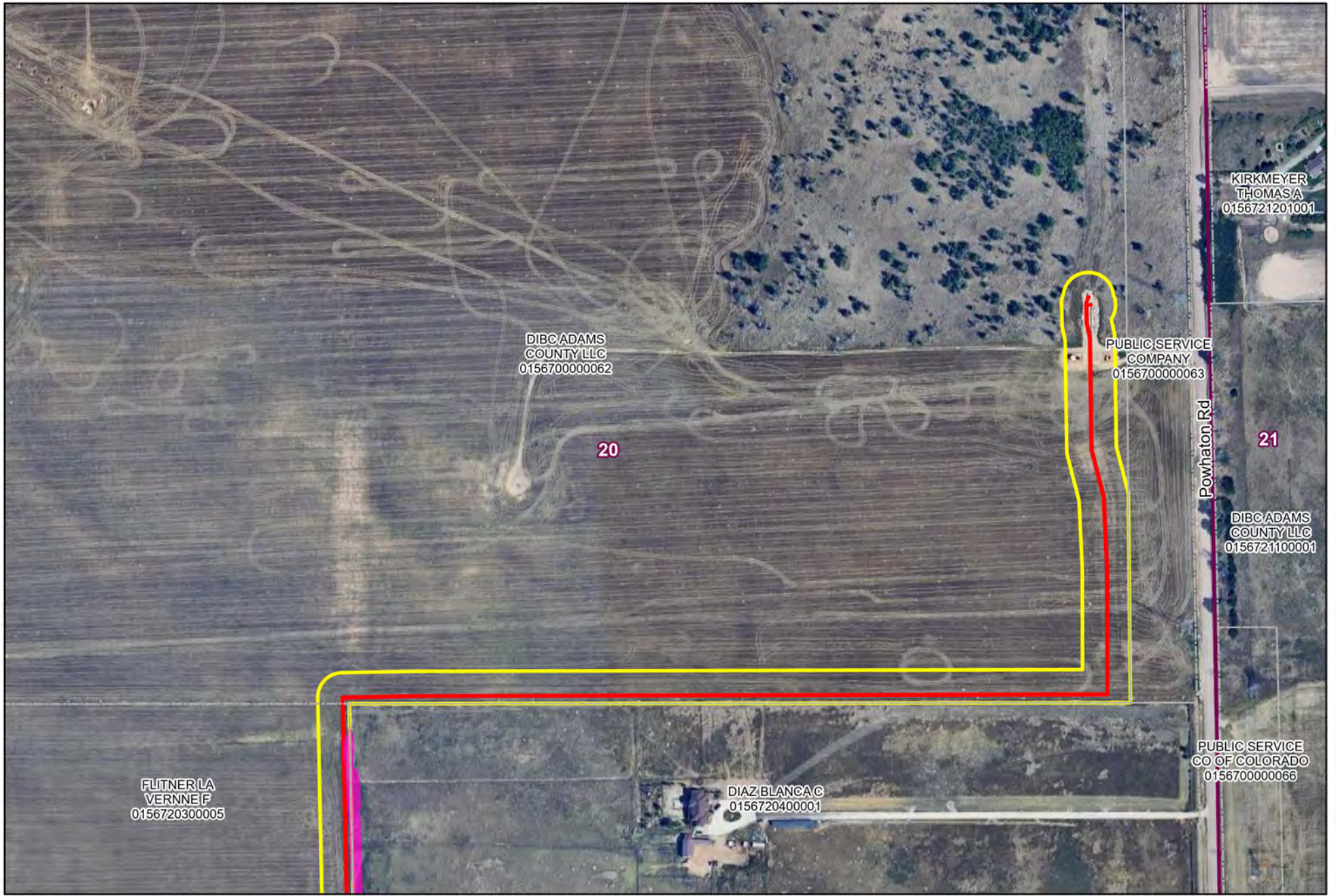
Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
WETS Results Map



olsson

-  Route
-  WETS Area
-  Parcel Boundary
-  Study Area
-  Section Boundary

Conner-Wakeman Connections Project
Williams Rocky Mountain Midstream
025-07463
Adams County, Colorado
WETS Results Map



- Route
- WETS Area
- Parcel Boundary
- Study Area
- Section Boundary

Conner-Wakeman Connections Project
 Williams Rocky Mountain Midstream
 025-07463
 Adams County, Colorado
WETS Results Map

ATTACHMENT C – PHOTOLOG

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 1	Direction Photo Taken: South	Figure No: 4c
-------------	------------------------------	---------------

Description: Sample point 1 (SP-1) is an upland area located along a fenceline. This area was identified during the Climate Analysis for Wetlands Tables (WETS Tables) as a potential wetland; however, the area lacked sufficient wetland indicators.



Photo No: 2	Direction Photo Taken: South	Figure No: 4b
-------------	------------------------------	---------------

Description: SP-2 is an upland area along a fenceline. This area was identified during the WETS Tables as a potential wetland; however, the area lacked sufficient wetland indicators.

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 3	Direction Photo Taken: North	Figure No: 4a
-------------	------------------------------	---------------

Description: SP-3 documents an upland erosional feature without a continuously defined bed and bank and ordinary high-water mark (OHWM). This area was identified during the WETS Tables as a potential wetland; however, the area lacked sufficient wetland indicators.



Photo No: 4	Direction Photo Taken: North	Figure No: 4a
-------------	------------------------------	---------------

Description: SP-4 documents an upland agricultural swale located north of the Study Area. Although the area contains sufficient wetland hydrology indicators, it is dominated by upland vegetation and lacks hydric soil.

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 5	Direction Photo Taken: Southwest	Figure No: 4c
Description: An overview photo of the oil and gas facility at the northeastern terminus of the proposed pipeline route.		



Photo No: 6	Direction Photo Taken: South	Figure No: 4c
Description: Additional infrastructure located near the northeastern terminus of the proposed pipeline route.		

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 7	Direction Photo Taken: North	Figure No: 4c
Description: An overview photo showing site conditions in the northeastern portion of the proposed pipeline route.		



Photo No: 8	Direction Photo Taken: West	Figure No: 4c
Description: An overview photo showing site conditions in the northeastern portion of the proposed pipeline route.		

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 9	Direction Photo Taken: East	Figure No: 4c
Description: A fenced pasture that contains a large community of common mullein (<i>Verbascum thapsus</i>), a Colorado List C noxious weed.		



Photo No: 10	Direction Photo Taken: South	Figure No: 4c
Description: An overview of an upland area that was identified during the WETS Tables.		

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 11	Direction Photo Taken: North	Figure No: 4b
Description: An overview of an upland area that was identified during the WETS Tables.		



Photo No: 12	Direction Photo Taken: North	Figure No: 4b
Description: An upland area investigated based on aerial imagery. No wetland indicators were observed in this area during the survey.		

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 13	Direction Photo Taken: North	Figure No: 4b
--------------	------------------------------	---------------

Description: An overview of an upland area that was identified during the WETS Tables.



Photo No: 14	Direction Photo Taken: Southwest	Figure No: 4b
--------------	----------------------------------	---------------

Description: An unoccupied raptor nest located within a 0.5-mile buffer of the proposed pipeline route. The nest was not occupied, and no raptor activity was observed.

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 15	Direction Photo Taken: South	Figure No: 4a
--------------	------------------------------	---------------

Description: An unoccupied raptor nest located within the 0.5-mile buffer of the proposed pipeline route. The nest was not occupied, and no raptor activity was observed.



Photo No: 16	Direction Photo Taken: West	Figure No: 4a
--------------	-----------------------------	---------------

Description: An overview of an area that was identified during the WETS Tables as a potential wetland. Based on the level of disturbance within the area, it was concluded that the area would not satisfy wetland criteria.

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 17	Direction Photo Taken: North	Figure No: 4a
--------------	------------------------------	---------------

Description: An overview of an upland area that was identified during WETS Tables. Based on the sloped topography and dominant upland vegetation in the area, it does not meet wetland criteria.



Photo No: 18	Direction Photo Taken: North	Figure No: 4a
--------------	------------------------------	---------------

Description: An overview of an upland area that was identified during WETS Tables. Based on the sloped topography and dominant upland vegetation in the area, it does not meet wetland criteria.

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 19	Direction Photo Taken: East	Figure No: 4a
Description: An overview of an upland area near the western terminus of the proposed pipeline route.		



Photo No: 20	Direction Photo Taken: South	Figure No: 4a
Description: An unoccupied raptor nest located within the 0.5-mile buffer of the proposed pipeline route. The nest was not occupied; however, a red-tailed hawk was observed on another branch of the same tree and exhibited territorial vocalizations.		

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 21	Direction Photo Taken: East	Figure No: 4b
--------------	-----------------------------	---------------

Description: An overview of an upland area at proposed pad site at the eastern portion of the proposed pipeline route.



Photo No: 22	Direction Photo Taken: West	Figure No: 4b
--------------	-----------------------------	---------------

Description: An overview of an upland area at proposed pad site at the eastern portion of the proposed pipeline route. Three burrows were observed in this area.

PHOTO LOG

Project Name: Conner-Wakeman Connections Project	Site Location: Adams County, Colorado	Project No: 025-0763
---	--	-------------------------



Photo No: 23	Direction Photo Taken: East	Figure No: 4a
Description: An overview of an upland erosional feature at the proposed pad site at the western end of the proposed pipeline route.		

ATTACHMENT D – WETLAND DETERMINATION DATA FORMS

Wetland Determination Data Form - Great Plains Region

Project/Site: Conner-Wakeman Connection Project City/County: Adams Sampling Date: 12/22/2025
 Applicant/Owner: Williams Rocky Mountain Midstream State: CO Sampling Point: 1
 Investigator(s): Sage Evans, Joe DiMaria (Olsson) Section, Township, Range: S20, T1S, R65W
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): Convex Slope (%): 2-3
 Subregion (LRR): G Lat: 39.949008 Long: -104.687826 Datum: NAD83
 Soil Map Unit Name: AsB: Ascalon sandy loam, 0 to 3 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u> </u>	No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Hydric Soil Present?	Yes <u> </u>	No <u>X</u>	
Wetland Hydrology Present?	Yes <u> </u>	No <u>X</u>	

Remarks:
 Sample point 1 (SP-1) is located in an elevated area along a fenceline. This area was identified during the Climate Analysis for Wetlands Tables (WETS Tables) as a potential wetland; however, the area lacked sufficient wetland indicators and is upland.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____	Prevalence Index worksheet: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Total % Cover of:</td> <td style="width: 50%; text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species _____</td> <td>x 1 = _____</td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = _____</td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = _____</td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = _____</td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = _____</td> </tr> <tr> <td>Column Totals: _____</td> <td>(A) _____ (B) _____</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = _____</td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species _____	x 1 = _____	FACW species _____	x 2 = _____	FAC species _____	x 3 = _____	FACU species _____	x 4 = _____	UPL species _____	x 5 = _____	Column Totals: _____	(A) _____ (B) _____	Prevalence Index = B/A = _____	
Total % Cover of:	Multiply by:																			
OBL species _____	x 1 = _____																			
FACW species _____	x 2 = _____																			
FAC species _____	x 3 = _____																			
FACU species _____	x 4 = _____																			
UPL species _____	x 5 = _____																			
Column Totals: _____	(A) _____ (B) _____																			
Prevalence Index = B/A = _____																				
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Herb Stratum (Plot size: <u>5'</u>)																				
1. <i>Bromus tectorum</i>	55	X	UPL	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain)																
2. <i>Carduus nutans</i>	3	_____	FACU																	
3. <i>Rumex crispus</i>	2	_____	FAC																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
60 = Total Cover																				
Woody Vine Stratum (Plot size: <u>30'</u>)																				
1. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. _____	_____	_____	_____																	
= Total Cover																				
% Bare Ground in Herb Stratum <u>40%</u>				Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																

Remarks: Photo point 1 (PP-1)
 Vegetation is dominated by upland species.

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-30	10YR 4/3	100					Sandy loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	<input type="checkbox"/> (MLRA 72 & 73 of LRR H)	

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No X

Remarks:
Hydric soil indicators are not present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> (where not tilled)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)		<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)

Field Observations:

Surface Water Present? Yes _____ No X Depth (inches) _____

Water Table Present? Yes _____ No X Depth (inches) _____

Saturation Present? Yes _____ No X Depth (inches) _____

(includes capillary fringe)

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
The area is elevated at a fenceline. Sufficient wetland hydrology indicators are not present.

Wetland Determination Data Form - Great Plains Region

Project/Site: Conner-Wakeman Connection Project City/County: Adams Sampling Date: 12/22/2025
 Applicant/Owner: Williams Rocky Mountain Midstream State: CO Sampling Point: 2
 Investigator(s): Sage Evans, Joe DiMaria (Olsson) Section, Township, Range: S20, T1S, R65W
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): None Slope (%): 2-3
 Subregion (LRR): G Lat: 39.94694 Long: -104.687863 Datum: NAD83
 Soil Map Unit Name: AsB: Ascalon sandy loam, 0 to 3 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u> </u>	No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Hydric Soil Present?	Yes <u> </u>	No <u>X</u>	
Wetland Hydrology Present?	Yes <u> </u>	No <u>X</u>	

Remarks:
 SP-2 is located in an elevated area along a fenceline. This area was identified during the WETS Tables as a potential wetland; however, the area lacked sufficient wetland indicators and is upland.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>33</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____	Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species _____</td> <td>x 1 = _____</td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = _____</td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = _____</td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = _____</td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = _____</td> </tr> <tr> <td>Column Totals: _____</td> <td>(A) _____ (B) _____</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = _____</td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species _____	x 1 = _____	FACW species _____	x 2 = _____	FAC species _____	x 3 = _____	FACU species _____	x 4 = _____	UPL species _____	x 5 = _____	Column Totals: _____	(A) _____ (B) _____	Prevalence Index = B/A = _____	
Total % Cover of:	Multiply by:																			
OBL species _____	x 1 = _____																			
FACW species _____	x 2 = _____																			
FAC species _____	x 3 = _____																			
FACU species _____	x 4 = _____																			
UPL species _____	x 5 = _____																			
Column Totals: _____	(A) _____ (B) _____																			
Prevalence Index = B/A = _____																				
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Herb Stratum (Plot size: <u>5'</u>)																				
1. <i>Bromus tectorum</i>	35	X	UPL	Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation ___ 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0' ___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain)																
2. <i>Panicum virgatum</i>	20	X	FAC																	
3. <i>Verbascum thapsus</i>	15	X	UPL																	
4. <i>Salsola tragus</i>	5		FACU																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
75 = Total Cover																				
Woody Vine Stratum (Plot size: <u>30'</u>)																				
1. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. _____	_____	_____	_____																	
= Total Cover																				
% Bare Ground in Herb Stratum <u>25%</u>				Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																

Remarks: PP-2

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 4/3	100					Sandy loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to LRRs, unless otherwise noted.)	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	<input type="checkbox"/> ³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	

<p>Restrictive Layer (if present):</p> <p>Type: <u>Compaction</u></p> <p>Depth (inches): <u>6</u></p>	<p>Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	--

Remarks:
Although soil is compacted at 6 inches, it is assumed non-hydric due to the lack of hydric soil indicators in the top six inches, and the lack of wetland hydrology and hydrophytic vegetation.

HYDROLOGY

Wetland Hydrology Indicators:	Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> (where not tilled)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)		<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)

<p>Field Observations:</p> <p>Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches) <u> </u></p> <p>Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches) <u> </u></p> <p>Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches) <u> </u></p> <p>(includes capillary fringe)</p>	<p>Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	--

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Sufficient wetland hydrology indicators are not present.

Wetland Determination Data Form - Great Plains Region

Project/Site: Conner-Wakeman Connection Project City/County: Adams Sampling Date: 12/22/2025
 Applicant/Owner: Williams Rocky Mountain Midstream State: CO Sampling Point: 3
 Investigator(s): Sage Evans, Joe DiMaria (Olsson) Section, Township, Range: S19, 1S, 65W
 Landform (hillslope, terrace, etc.): Erosional rill Local relief (concave, convex, none): Concave Slope (%): 2-4
 Subregion (LRR): G Lat: 39.94357 Long: -104.705672 Datum: NAD83
 Soil Map Unit Name: AsB: Ascalon sandy loam, 0 to 3 percent slopes NWI classification: Riverine Habitat

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Remarks:

SP-3 documents the upland conditions along an erosional rill. This area is adjacent to an intermittent stream channel depicted on the National Hydrography Dataset (NHD) and a riverine habitat depicted on the National Wetlands Inventory (NWI). The erosional feature lacks a continuously defined bed and bank and ordinary high-water mark (OHWM). This area was identified during the WETS Tables as a potential wetland; however, the area lacked sufficient wetland indicators and is upland.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____	Prevalence Index worksheet: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Total % Cover of:</td> <td style="width: 50%; text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species _____</td> <td>x 1 = _____</td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = _____</td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = _____</td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = _____</td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = _____</td> </tr> <tr> <td>Column Totals: <u>0</u> (A)</td> <td><u>0</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = _____</td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species _____	x 1 = _____	FACW species _____	x 2 = _____	FAC species _____	x 3 = _____	FACU species _____	x 4 = _____	UPL species _____	x 5 = _____	Column Totals: <u>0</u> (A)	<u>0</u> (B)	Prevalence Index = B/A = _____	
Total % Cover of:	Multiply by:																			
OBL species _____	x 1 = _____																			
FACW species _____	x 2 = _____																			
FAC species _____	x 3 = _____																			
FACU species _____	x 4 = _____																			
UPL species _____	x 5 = _____																			
Column Totals: <u>0</u> (A)	<u>0</u> (B)																			
Prevalence Index = B/A = _____																				
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Herb Stratum (Plot size: <u>5'</u>)																				
1. <i>Salsola tragus</i>	30	X	FACU	Hydrophytic Vegetation Indicators: <input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation <input type="checkbox"/> 2 - Dominance Test is >50% <input type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹ <input type="checkbox"/> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)																
2. <i>Pascopyrum smithii</i>	20	X	FACU																	
3. <i>Bromus tectorum</i>	15	X	UPL																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
65 = Total Cover																				
Woody Vine Stratum (Plot size: <u>30'</u>)																				
1. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. _____	_____	_____	_____																	
= Total Cover																				
% Bare Ground in Herb Stratum <u>35%</u>																				
Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																				

Remarks: PP-3
Vegetation is dominated by upland species.

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-30	10YR 4/3	100					Sandy loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to LRRs, unless otherwise noted.)	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> High Plains Depressions (F16)	
<input type="checkbox"/> (MLRA 72 & 73 of LRR H)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:
Hydric soil indicators are not present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
<input type="checkbox"/> Salt Crust (B11)	
<input type="checkbox"/> Aquatic Fauna (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> (where not tilled)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:

Surface Water Present? Yes No Depth (inches) _____

Water Table Present? Yes No Depth (inches) _____

Saturation Present? Yes No Depth (inches) _____

(includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
The erosional feature slopes north. Wetland hydrology is not present.

Wetland Determination Data Form - Great Plains Region

Project/Site: Conner-Wakeman Connection Project City/County: Adams Sampling Date: 12/22/2025
 Applicant/Owner: Williams Rocky Mountain Midstream State: CO Sampling Point: 4
 Investigator(s): Sage Evans, Joe DiMaria (Olsson) Section, Township, Range: S19, 1S, 65W
 Landform (hillslope, terrace, etc.): Swale Local relief (concave, convex, none): Concave Slope (%): 2-3
 Subregion (LRR): G Lat: 39.944508 Long: -104.707063 Datum: NAD83
 Soil Map Unit Name: AsB: Ascalon sandy loam, 0 to 3 percent slopes NWI classification: Riverine Habitat

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u> </u>	No <u>X</u>	Is the Sampled Area within a Wetland?	Yes <u> </u>	No <u>X</u>
Hydric Soil Present?	Yes <u> </u>	No <u>X</u>			
Wetland Hydrology Present?	Yes <u>X</u>	No <u> </u>			

Remarks:
 SP-4 documents an upland agricultural swale just north of the Study Area. This area is depicted as an intermittent stream channel on the NHD and as a riverine habitat on the NWI; however, it lacks a defined bed and bank and OHWM. This area has sufficient wetland hydrology indicators; however, it is dominated by upland species and does not contain hydric soils.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15'</u>)																				
1. _____	_____	_____	_____	Prevalence Index worksheet: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species _____</td> <td>x 1 = _____</td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = _____</td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = _____</td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = _____</td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = _____</td> </tr> <tr> <td>Column Totals: _____</td> <td>(A) _____ (B) _____</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = _____</td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species _____	x 1 = _____	FACW species _____	x 2 = _____	FAC species _____	x 3 = _____	FACU species _____	x 4 = _____	UPL species _____	x 5 = _____	Column Totals: _____	(A) _____ (B) _____	Prevalence Index = B/A = _____	
Total % Cover of:	Multiply by:																			
OBL species _____	x 1 = _____																			
FACW species _____	x 2 = _____																			
FAC species _____	x 3 = _____																			
FACU species _____	x 4 = _____																			
UPL species _____	x 5 = _____																			
Column Totals: _____	(A) _____ (B) _____																			
Prevalence Index = B/A = _____																				
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
= Total Cover																				
Herb Stratum (Plot size: <u>5'</u>)																				
1. <u>Bromus tectorum</u>	40	X	UPL	Hydrophytic Vegetation Indicators: _____ 1 - Rapid Test for Hydrophytic Vegetation _____ 2 - Dominance Test is >50% _____ 3 - Prevalence Index is ≤3.0 ¹ _____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) _____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Pascopyrum smithii</u>	40	X	FACU																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
80 = Total Cover																				
Woody Vine Stratum (Plot size: <u>30'</u>)																				
1. _____	_____	_____	_____	Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																
2. _____	_____	_____	_____																	
= Total Cover																				
% Bare Ground in Herb Stratum <u>20%</u>																				

Remarks: PP-4
 Vegetation is dominated by upland species.

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-22	10YR 3/3	100					Sandy loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators: (Applicable to LRRs, unless otherwise noted.)	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> 1 cm Muck (A9) (LRR I, J)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Coast Prairie Redox (A16) (LRR F, G, H)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Dark Surface (S7) (LRR G)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> High Plains Depressions (F16)
<input type="checkbox"/> Stratified Layers (A5) (LRR F)	<input type="checkbox"/> (LRR H outside of MLRA 72 & 73)
<input type="checkbox"/> 1 cm Muck (A9) (LRR F, G, H)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR F)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> High Plains Depressions (F16)	
<input type="checkbox"/> (MLRA 72 & 73 of LRR H)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:
Hydric soil indicators are not present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> (where tilled)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Iron Deposits (B5)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Frost-Heave Hummocks (D7) (LRR F)
<input type="checkbox"/> Salt Crust (B11)	
<input type="checkbox"/> Aquatic Fauna (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Dry-Season Water Table (C2)	
<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	
<input type="checkbox"/> (where not tilled)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:

Surface Water Present? Yes No Depth (inches) _____

Water Table Present? Yes No Depth (inches) _____

Saturation Present? Yes No Depth (inches) _____

(includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Two secondary indicators of wetland hydrology are present.

ATTACHMENT E – IPAC AND CODEX REPORTS



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Colorado Ecological Services Field Office
Denver Federal Center
P.O. Box 25486
Denver, CO 80225-0486
Phone: (303) 236-4773 Fax: (303) 236-4005

In Reply Refer To:

01/05/2026 21:14:41 UTC

Project Code: 2026-0032570

Project Name: Williams Conner Wakeman Connections

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat ([Colorado Ecological Services Field Office](#)). Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the ESA, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the [IPaC](#) website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the ESA is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the ESA and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: <https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>.

Projects and activities without a Federal nexus (e.g., without Federal funding, permit, or authorization) should be evaluated for the potential to "take" listed wildlife. Take does not apply to listed plants and to designated critical habitat. The term "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct ([ESA Section 3, Definitions](#)). Harm in the definition of "take" in the ESA means an act which actually kills or injures wildlife. Such act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering ([50 CFR 17.3](#)).

Gray Wolf: On November 8, 2023, the Service promulgated an ESA section 10(j) (i.e., experimental population) rule (10(j) rule) for gray wolf (*Canis lupus*) within the State of Colorado ([88 FR 77014](#)). For purposes of ESA section 7 consultation, we treat experimental populations as if they are proposed for listing, except on National Park Service and U.S. Fish and Wildlife Service lands, where they are treated as threatened. Evaluations for proposed species are completed under the regulations for conferencing ([50 CFR 402.10](#)). Conferencing for species that are proposed for Federal listing, or for proposed critical habitat, is only required if a proposed action is likely to jeopardize the continued existence of a species or will result in destruction or adverse modification of proposed critical habitat. If an action agency determines that their action would not jeopardize the continued existence of the species, and/or would not result in the destruction or adverse modification of critical habitat, and the Service concurs, the conferencing requirement is fulfilled.

Suckley's Cuckoo Bumble Bee: On December 17, 2024, Suckley's cuckoo bumble bee (*Bombus suckleyi*) (Suckley's) was proposed for listing as an endangered species (89 FR 102074). Suckley's is an obligate social parasite of social bumble bees in the genus *Bombus*. Suckley's cannot successfully reproduce without the availability of suitable host colonies. It is a semi-specialist parasite and confirmed to usurp nests of Western bumble bee (*Bombus occidentalis*) and Nevada bumble bees (*Bombus nevadensis*) (Service 2024).

Based on the best available information, no Suckley's have been observed in Colorado since 2014 despite ongoing surveys. The Species Status Assessment (SSA) shows observations since 2018 occur only in northern latitudes, primarily in Canada ([Service 2024](#)), but the species may persist in high quality upper elevation habitats in western States. While Suckley's is proposed for listing, there is no prohibition of "take" under Section 9 of the ESA; therefore, projects without a federal nexus, do not need to engage with the Service to exempt take under the ESA. However, we encourage including conservation measures benefiting pollinators and pollinator habitat into projects. Examples include retaining suitable foraging (diversity and abundance of native floral resources), nesting (suitable host colony above or below ground), and overwintering habitat (loose substrates such as leaf litter, duff, rotting logs); maintaining habitat for host bumble bees by avoiding impacts to abandoned underground holes (rodent burrows); and revegetation efforts that include native seed mixes to promote an abundance and diversity of native floral resources. Additionally, we recommend supporting and conducting general bumble bee and pollinator surveys.

While the species is not currently known to occur in Colorado, we encourage proactive conservation actions to protect and conserve pollinators and pollinator habitat. Examples include retaining suitable foraging (diversity and abundance of native floral resources), nesting (suitable host colony above or below ground), and overwintering habitat (loose substrates such as leaf litter, duff, rotting logs); maintaining habitat for host bumble bees by avoiding impacts to abandoned underground holes (rodent

burrows); and revegetation efforts that include native seed mixes to promote an abundance and diversity of native floral resources. Additionally, we recommend supporting and conducting general bumble bee and pollinator surveys.

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

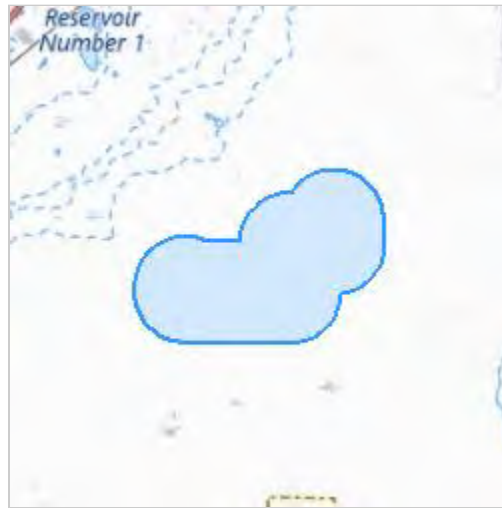
Colorado Ecological Services Field Office

Denver Federal Center
P.O. Box 25486
Denver, CO 80225-0486
(303) 236-4773

PROJECT SUMMARY

Project Code: 2026-0032570
Project Name: Williams Conner Wakeman Connections
Project Type: Pipeline - Onshore - New Constr - Below Ground
Project Description: Oil and gas pipeline project.
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@39.948736600000004,-104.69272296524402,14z>



Counties: Adams County, Colorado

ENDANGERED SPECIES ACT SPECIES

There is a total of 8 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 2 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
<p>Preble's Meadow Jumping Mouse <i>Zapus hudsonius preblei</i></p> <p>There is final critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/4090</p> <p>General project design guidelines: https://ipac.ecosphere.fws.gov/project/RK3APDMJP5ESZF2WNMNEU7SMFU/documents/generated/10776.pdf</p>	Threatened

BIRDS

NAME	STATUS
<p>Piping Plover <i>Charadrius melodus</i></p> <p>Population: [Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered.</p> <p>There is final critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> Project includes water-related activities and/or use in the N. Platte, S. Platte, and Laramie River Basins which may affect listed species in Nebraska. <p>Species profile: https://ecos.fws.gov/ecp/species/6039</p>	Threatened
<p>Whooping Crane <i>Grus americana</i></p> <p>Population: Wherever found, except where listed as an experimental population</p> <p>There is final critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/758</p>	Endangered

FISHES

NAME	STATUS
<p>Pallid Sturgeon <i>Scaphirhynchus albus</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> Water use or contamination may adversely affect the species. Within the Platte River basin, depletions may adversely affect the species. These affects must be considered even outside occupied range. See local FWS office for more information. <p>Species profile: https://ecos.fws.gov/ecp/species/7162</p>	Endangered

INSECTS

NAME	STATUS
<p>Monarch Butterfly <i>Danaus plexippus</i></p> <p>There is proposed critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/9743</p> <p>General project design guidelines: https://ipac.ecosphere.fws.gov/project/RK3APDMJP5ESZF2WNMNEU7SMFU/documents/generated/10810.pdf</p>	Proposed Threatened

NAME	STATUS
Suckley's Cuckoo Bumble Bee <i>Bombus suckleyi</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

FLOWERING PLANTS

NAME	STATUS
Ute Ladies'-tresses <i>Spiranthes diluvialis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/2159 General project design guidelines: https://ipac.ecosphere.fws.gov/project/RK3APDMJP5ESZF2WNMNEU7SMFU/documents/generated/10712.pdf	Threatened
Western Prairie Fringed Orchid <i>Platanthera praeclara</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1669	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: Olsson
Name: joe DiMaria
Address: 1880 Fall River Drive
City: Loveland
State: CO
Zip: 80538
Email: jdimaria@olsson.com
Phone: 5106046407



Colorado's Conservation Data Explorer

Project Review Report

Project Description

Oil and gas pipeline project.

Project Information

Report Generation Date: 1/5/2026 02:34:20 PM

Project Title: Williams Conner Wakeman Connections

User Project Number(s):

System Generated ID: CODEX-6978

Project Type: Energy

Project Size: 1,830.96 (acres)

Latitude/Longitude: 39.947107 / -104.691989

County(s): ADAMS

Watershed(s) HUC 8: Middle South Platte-Cherry Creek

Township/Range and/or Section(s): 001S065W - 17 - 6P, 001S065W - 16 - 6P, 001S066W - 24 - 6P, 001S065W - 19 - 6P, 001S065W - 20 - 6P, 001S065W - 21 - 6P, 001S065W - 30 - 6P, 001S065W - 29 - 6P, 001S066W - 25 - 6P

Contact Information

Organization: olsson

Contact Name: Joe DiMaria

Contact Phone: 5106046407

Contact Email: jdimaria@olsson.com

Contact Address: 1880 Fall River Drive, Loveland, CO 80538

Submitted On Behalf Of:

Prepared By:

Project Report:

The information contained herein represents the results of a search of Colorado's Conservation Data Explorer (CODEX) and can be used as notice to anticipate possible impacts or identify areas of interest. This tool queries multiple conservation datasets and includes a synthesis of Colorado Natural Heritage Program (CNHP) and Colorado Parks and Wildlife (CPW) data for sensitive animal and plant species and natural communities. Care should be taken in interpreting these data.

Please note that the absence of data for a particular area, species, or habitat does not necessarily mean that these natural heritage resources do not occur on or adjacent to the project site, rather that our files do not currently contain information to document their presence. CODEX information should not replace field studies necessary for more localized planning efforts, especially if impacts to wildlife habitat are possible. Although every attempt is made to provide the most current and precise information possible, please be aware that some of our sources provide a higher level of accuracy than others, and some interpretation may be required. CODEX data is constantly updated and revised. Please contact CNHP, CPW and our partners for assistance with interpretation of this report or to obtain more information.

Disclaimer:

1. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. **This review does not constitute environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the review of site-specific projects by CNHP and CPW and our partners.**
2. This Project Report is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
3. The Conservation Data Explorer (CODEX) data is constantly changing and being updated and is not intended to be the final word on the potential distribution of special status species. Colorado is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. CODEX data contains information about species occurrences that have actually been reported to CNHP, CPW and our partners. Not all of Colorado has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.

Location Accuracy Disclaimer:

Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Contact for CODEX Support:

Colorado Natural Heritage Program (CNHP)

CNHP

Colorado State University

1475 Campus Delivery

Fort Collins, CO 80523-1475

Tel: (970) 491-7331

Email: CNHP_codex_support@mail.colostate.edu

CNHP Website: cnhp.colostate.edu

Colorado Parks and Wildlife

For support regarding project review of land use impacts to wildlife, please contact the regional office in which your project resides and visit <https://cpw.state.co.us/conservation/Pages/CON-Energy-Land.aspx>

CPW Website : cpw.state.co.us

Northeast Region

Denver Office

6060 Broadway

Denver, CO 80216

Tel: (303) 291-7227

Northwest Region

Grand Junction Office

711 Independent Avenue

Grand Junction, CO 81505

Tel: (970) 255-6100

Southeast Region

Colorado Springs Office

4255 Sinton Road

Colorado Springs, CO 80907

Tel: (719) 227-5200

Southwest Region

Durango Office

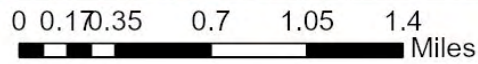
151 East 16th Street



Durango, CO 81301

Tel: (970) 247-0855

For questions regarding CPW data in CODEX please contact 303-291-7152 or matt.schulz@state.co.us

Williams Conner Wakeman Connections Aerial Image with Locator Map



-  Buffered Search Area
-  Project Boundary



Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Earthstar Geographics
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Williams Conner Wakeman Connections Topographic Map with Land Management Status



- | | | |
|-------------------------------|--------|----------------------|
| Buffered Search Area | NPS | Local |
| Project Boundary | USFS | NGO/Land Trust |
| Misc Federal (BOR, DOD, Misc) | USFWS | Private Conservation |
| BLM | Tribal | Private |
| | State | |

Esri, NASA, NGA, USGS, FEMA
 Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Regulatory Species

Table 1. Documented Occurrences Within 1 Miles Of Project Area

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	Viability Rank	Last Observation	ESA Status	CO Status	Other Status	CNHP Identifier	Data Source
Birds	Haliaeetus leucocephalus	Bald Eagle	CPW Winter Concentration Area	G5	S3B,S3N				SC	BGEPA/BLM/USFS		CPW 20250113

Table 2. Potential Regulatory Species within Project Area: Models, Range Maps, or Records with Low Precision

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	ESA Status	CO Status	Other Status	Data Source
Birds	Aquila chrysaetos	Golden Eagle	CPW Breeding Range	G5	S3S4B,S4N			BGEPA/BLM/SWAP Tier 1	CPW 20250113
Mammals	Mustela nigripes	Black-footed Ferret	CNHP General EO	G1	S1	LE, XN	SE	SWAP Tier 1	CNHP 20250901
Mammals	Zapus hudsonius preblei	Preble's Meadow Jumping Mouse	CPW Overall Range	G5T2	S1	LT	ST	SWAP Tier 1	CPW 20250113

Table 3. Fish & Wildlife Service Critical Habitats within 1 Miles of Project Area

No results were found for this project area.

Other Species of Concern

Table 4. Documented Occurrences within 1 Miles of Project Area: Rare Species, Natural Communities, and Species of Economic, Recreational or Conservation Value

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	Viability Rank	Last Observation	ESA Status	CO Status	Other Status	CNHP Identifier	Data Source
Birds	Branta canadensis	Canada Goose	CPW Production Area	G5	S5							CPW 20250113
Mammals	Odocoileus hemionus	Mule Deer	CPW Concentration Area	G5	S4							CPW 20250113
Mammals	Odocoileus hemionus	Mule Deer	CPW Highway Crossing	G5	S4							CPW 20250113

Table 4. Documented Occurrences within 1 Miles of Project Area: Rare Species, Natural Communities, and Species of Economic, Recreational or Conservation Value

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	Viability Rank	Last Observation	ESA Status	CO Status	Other Status	CNHP Identifier	Data Source
Mammals	Odocoileus hemionus	Mule Deer	CPW Resident Population Area	G5	S4							CPW 20250113
Mammals	Odocoileus virginianus	White-tailed Deer	CPW Concentration Area	G5	S5							CPW 20250113
Mammals	Odocoileus virginianus	White-tailed Deer	CPW Highway Crossing	G5	S5							CPW 20250113
Reptiles	Thamnophis sirtalis	Common Garter Snake	CNHP EO	G5	S3	E	2014-03-27		SC	SWAP SGIN	19310	CNHP 20250901

Table 5. Potential Occurrences within Project Area: Models, Range Maps, or Records with Low Precision

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	ESA Status	CO Status	Other Status	Data Source
Birds	Ammodramus savannarum	Grasshopper Sparrow	CPW Breeding Range	G5	S3S4B			USFS	CPW 20250113
Birds	Athene cunicularia	Burrowing Owl	CPW Breeding Range	G4	S4B		ST	BLM/SWAP Tier 2/USFS	CPW 20250113
Birds	Branta canadensis	Canada Goose	CPW Foraging Area	G5	S5				CPW 20250113
Birds	Branta canadensis	Canada Goose	CPW Winter Range	G5	S5				CPW 20250113
Birds	Buteo swainsoni	Swainson's Hawk	CPW Breeding Range	G5	S5B				CPW 20250113
Birds	Calamospiza melanocorys	Lark Bunting	CPW Breeding Range	G5	S4			SWAP Tier 2/USFS	CPW 20250113
Birds	Catharus fuscescens	Veery	CPW Breeding Range	G5	S3B				CPW 20250113
Birds	Circus hudsonius	Northern Harrier	CPW Breeding Range	G5	S3B			SWAP Tier 2/USFS	CPW 20250113
Birds	Falco mexicanus	Prairie Falcon	CPW Breeding Range	G5	S4B,S4N			BLM/SWAP Tier 1	CPW 20250113
Birds	Passerina amoena	Lazuli Bunting	CPW Breeding Range	G5	S5B				CPW 20250113
Birds	Peucaea cassinii	Cassin's Sparrow	CPW Breeding Range	G5	S4B			USFS	CPW 20250113
Birds	Selasphorus rufus	Rufous Hummingbird	CPW Migration Range	G4	SNA			SWAP Tier 2	CPW 20250113
Birds	Spizella breweri	Brewer's Sparrow	CPW Breeding Range	G5	S4B			BLM/USFS/USFS RGNF	CPW 20250113
Insects	Bombus fraternus	Southern Plains Bumble Bee	Range Map - within range	G3G4	S2S3			SWAP Tier 1	CNHP 20210615
Mammals	Antilocapra americana	Pronghorn	CPW Overall Range	G5	S4			USFS GMUG	CPW 20250113
Mammals	Cynomys ludovicianus	Black-tailed Prairie Dog	CPW Overall Range	G4	S3		SC	BLM/SWAP Tier 2/USFS	CPW 20250113
Mammals	Cynomys ludovicianus	Black-tailed Prairie Dog	CPW Potential Occurrence	G4	S3		SC	BLM/SWAP Tier	CPW 20250113

Table 5. Potential Occurrences within Project Area: Models, Range Maps, or Records with Low Precision

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	ESA Status	CO Status	Other Status	Data Source
								2/USFS	
Mammals	Eptesicus fuscus	Big Brown Bat	CPW Overall Range	G5	S5			SWAP Tier 2	CPW 20250113
Mammals	Lasionycteris noctivagans	Silver-haired Bat	CPW Overall Range	G4	S3S4			SWAP Tier 2	CPW 20250113
Mammals	Lasiurus borealis	Eastern Red Bat	CPW Overall Range	G3G4	S2S3B			SWAP Tier 2	CPW 20250113
Mammals	Lasiurus cinereus	Northern Hoary Bat	CPW Overall Range	G3G4	S3S4B			BLM/SWAP Tier 1/USFS	CPW 20250113
Mammals	Lepus townsendii	White-tailed Jackrabbit	CPW Overall Range	G5	S4			SWAP SGIN	CPW 20250113
Mammals	Myotis ciliolabrum	Western Small-footed Myotis	CPW Overall Range	G5	S4			BLM/SWAP Tier 1	CPW 20250113
Mammals	Myotis lucifugus	Little Brown Myotis	CPW Overall Range	G3G4	S4			BLM/SWAP Tier 1	CPW 20250113
Mammals	Odocoileus hemionus	Mule Deer	CPW Overall Range	G5	S4				CPW 20250113
Mammals	Odocoileus virginianus	White-tailed Deer	CPW Overall Range	G5	S5				CPW 20250113
Mammals	Perimyotis subflavus	Tricolored Bat	CPW Overall Range	G3G4	S2			SWAP Tier 1	CPW 20250113
Mammals	Perognathus fasciatus	Olive-backed Pocket Mouse	CPW Overall Range	G5	S3			SWAP SGIN	CPW 20250113
Mammals	Perognathus fasciatus	Olive-backed Pocket Mouse	Range Map - within range	G5	S3			SWAP SGIN	CNHP 20210615
Reptiles	Aspidozelis sexlineatus	Six-lined Racerunner	CPW Overall Range	G5	S5				CPW 20250113
Reptiles	Chelydra serpentina	Snapping Turtle	CPW Overall Range	G4G5	S4				CPW 20250113
Reptiles	Chrysemys picta	Painted Turtle	CPW Overall Range	G5	S5				CPW 20250113
Reptiles	Coluber constrictor	Racer	CPW Overall Range	G5	S5				CPW 20250113
Reptiles	Crotalus oreganus	Western Rattlesnake	CPW Overall Range	G5	SNR			BLM/SWAP SGIN	CPW 20250113
Reptiles	Crotalus viridis	Western Rattlesnake	CPW Overall Range	G5	S5				CPW 20250113
Reptiles	Heterodon nasicus	Plains Hog-nosed Snake	CPW Overall Range	G5	S4			SWAP Tier 2	CPW 20250113
Reptiles	Holbrookia maculata	Lesser Earless Lizard	CPW Overall Range	G5	S5			SWAP SGIN	CPW 20250113
Reptiles	Lampropeltis gentilis	Western Milksnake	CPW Overall Range	G5	S5			BLM	CPW 20250113
Reptiles	Phrynosoma hernandesi	Hernandez's Short-horned Lizard	CPW Overall Range	G5	S5			SWAP Tier 2	CPW 20250113
Reptiles	Pituophis catenifer sayi	Bullsnake	CPW Overall Range	G5T5	S5				CPW 20250113
Reptiles	Plestiodon multivirgatus epipleurotus	Variable Skink	CPW Overall Range	G5T5	S3				CPW 20250113
Reptiles	Plestiodon multivirgatus	Many-lined Skink	CPW Overall Range	G5	S4				CPW 20250113
Reptiles	Sceloporus consobrinus	Prairie Lizard	CPW Overall Range	G5	S5				CPW 20250113
Reptiles	Sceloporus tristichus	Southern Plateau Lizard	CPW Overall Range	G5	S3				CPW 20250113
Reptiles	Terrapene ornata ornata	Plains Box Turtle	CPW Overall Range	G4G5T4 T5	S4			SWAP Tier 2	CPW 20250113
Reptiles	Thamnophis elegans	Western Terrestrial Garter Snake	CPW Overall Range	G5	S5				CPW 20250113
Reptiles	Thamnophis radix	Plains Garter Snake	CPW Overall Range	G5	S5				CPW 20250113

Table 5. Potential Occurrences within Project Area: Models, Range Maps, or Records with Low Precision

Major Group	Scientific Name	Common Name	Data Type	Global Rarity	State Rarity	ESA Status	CO Status	Other Status	Data Source
Reptiles	Thamnophis sirtalis	Common Garter Snake	CPW Overall Range	G5	S3		SC	SWAP SGIN	CPW 20250113

Special Areas and Land Status

Table 6. CNHP Potential Conservation Areas and Other Special Areas within 1 Miles of Project Area

Name	Data Type	CNHP Biodiversity Rank	CNHP Edit Date	CNHP Identifier	Data Source
Barr Lake State Park	CPW State Wildlife Areas and Parks				CPW 20250522

Table 7. Managed Areas within Project Area

Name	Owner	Manager	Management Description	Public Access*	Protection Mechanism	Easement Holder	Data Source
	PRIVATE	PRIVATE	Private Land	No	NA		COMaP 20240702
	SLB	SLB	State Land Board	No	Fee		COMaP 20240702

* It is the responsibility of the user to verify public access on any site as access can change over time. Entering an area that is not open to the public subjects an individual to possible sanctions for trespass under Colorado law.

Water and Wetlands

Table 8. National Wetland Inventory (NWI) Features within Project Area

NWI Code	Wetland Type	Total Acres	System	Class	Water Regime	Modifier	Data Source
PUBFx	Pond	6.98	Palustrine	Unconsolidated Bottom	Semipermanently Flooded	Excavated	CNHP 20231001

Table 8. National Wetland Inventory (NWI) Features within Project Area

NWI Code	Wetland Type	Total Acres	System	Class	Water Regime	Modifier	Data Source
R5UBH	Rivers & Streams	3.58	Riverine	Unconsolidated Bottom	Permanently Flooded	None	CNHP 20231001

Project Report Appendix

Please visit the [CNHP website](#) for a more extensive collection of definitions for CODEX reports in addition to what is provided here below.

About CNHP Data

One of CNHP's core research activities is managing a statewide database that details the locations of rare and imperiled species and natural plant communities in Colorado. We gather data from CNHP surveys and monitoring projects, as well as from partners and other trusted sources like herbariums. All of our data are compiled and managed in the Biodiversity Information Management System (Biotics), a web-enabled database platform hosted by [NatureServe](#). The species and natural plant communities we track are assigned global and state imperilment ranks based on rarity, threats, and trends, and their locations are mapped as element occurrences. Element occurrences include spatial data as well as details on condition, size, and landscape context. This information allows us to track both overall distribution and site-specific details describing how well elements are thriving at each location. We use element occurrences to delineate Potential Conservation Areas that represent the primary area needed to support the element occurrences, and often include additional suitable habitat or buffers from disturbance. **Please visit the [CNHP website](#) for more definitions and details related to CNHP data in CODEX.**

CODEX Report Definitions

CNHP Biodiversity Rank – The significance of a potential conservation area in terms of its biological diversity ranging from B1 (Outstanding Biodiversity significance meaning protection of this potential conservation area can prevent a species from going extinct) to B5 (General interest or open space for more globally secure species).

Managed Areas Name – Name of the managed area.

Manager – The general land Manager.

Management Description - The general category of how the feature is managed.

CNHP Edit Date– The date the CNHP potential conservation area record was last updated.

CNHP Identifier– A unique identifier for each CNHP data type, applicable only to CNHP data records.

CO Status – State status per Colorado Parks & Wildlife: Endangered (SE), Threatened (ST), or State Special Concern (SC).

Common Name – The common name of the species or plant community.

Critical Habitat Status – Critical habitat status for federally listed species under the Endangered Species Act.

Proposed – Proposed critical habitat

Final – Final critical habitat

Critical Habitat Federal Register- The volume number and first page of the federal register publication describing the critical habitat.

Critical Habitat Publication Date - Federal Register publication date.

Data Source – The agency and date of the data provided.

Data Type –

[CNHP EO](#) – A location in which an element is, or was, present.

CNHP General EO – An element occurrence with imprecise directions; broadly mapped and typically historical or extirpated.

Other Species of Concern – Other globally rare species and plant communities, BLM or USFS sensitive species, state listed species, or Tier 1 and Tier 2 priority species from Colorado's State Wildlife Action Plan, and species of economic and recreational value.

Other Status – Other status such as BLM sensitive species (BLM), U.S Forest Service sensitive species (USFS), and Tier 1 and Tier 2 priority species from Colorado's State Wildlife Action Plan (SWAP Tier 1, SWAP Tier 2).

Owner – The general land owner.

Public Access – Level of public access to the feature.

Protection Mechanism – Any mechanism of protection assigned to the managed area.

Regulatory Species – Species with federal protection under the Endangered Species Act or Bald and Golden Eagle Protection Act along with FWS designated critical habitat.

Return on Investment Report - Provides maps and the estimated annual benefit in dollars of conserved ecosystem services by ecosystem type within the project area in PDF format. Ecosystem types are derived from the 2016 National Land Cover Database (NLCD).

Scientific Name – The scientific name of the species or plant community

Special Areas and Land Status – CNHP Potential Conservation Areas

CNHP Observation – Sightings of species on CNHP's watchlist or sightings of tracked elements that do not meet the minimum criteria necessary to make an occurrence.

CNHP PCA – Areas in the state contributing to Colorado's biological diversity.

CNHP Model – Modeled presumed presence or habitat for a particular species.

CNHP PCA (Important Plant Area) – B1 or B2 CNHP potential conservation area supporting globally rare plants.

CNHP Range Map – Overall range for a particular species by HUC 10 and HUC 12 for aquatics.

Important Bird Area – The most important places for birds as identified by the National Audubon Society.

State Natural Area - Areas that contain at least one unique or high-quality natural feature of statewide significance as designated by the Colorado Natural Areas Program.

CPW <description> - CPW data with a long list of data types: observations, nest sites, leks, etc.

Easement Holder – Organization or agency holding an easement (if present).

ESA Status – Federal status under the [Endangered Species Act](#):

([PCA](#)), [State Designated Natural Areas](#), [Important Bird Areas](#), and managed lands from the Colorado Ownership, Management and Protection database ([COMaP](#)), SB181 High Priority Habitat

Special Areas Name – The name of the special area.

State Rarity - The [rarity rank](#) used by CNHP and The Natural Heritage Network to track how rare a species or plant community is in Colorado, ranging from S1 (rarest) to S5 (most common).

Viability Rank – The estimated viability of the species or ecological integrity of the natural community based on condition, size, and landscape context, ranging from A (excellent) to D (poor).

Water and Wetlands – Wetland types from the [National Wetland Inventory database](#).

Class - The general appearance of the habitat in terms of either the dominant life form of the vegetation, or the physiography and composition of the substrate.

Modifier - Modifier assigned to further describe wetlands and deepwater habitats within the classification hierarchy based on water chemistry or ph, wetland or deepwater alteration, or soil type.

NWI Code – An alpha-numeric code corresponding to the classification nomenclature that best describes a particular wetland habitat. For more information on NWI data values, visit <https://www.fws.gov/wetlands/data/wetland-codes.html>

System – A complex of wetlands and deepwater habitats that share the

Endangered (E), Threatened (T), or Federal Candidate (C) with qualifiers for Partial Status (PS) and experimental populations (XN).

Global Rarity – The [rarity rank](#) used by CNHP and The Natural Heritage Network to track how rare a species or plant community is globally, ranging from G1 (rarest) to G5 (most common).

Last Observation – The most recent field observation.

Major group – The major group in which the element falls: Amphibians, Birds, Crayfish, Fish, Insects, Mammals, Mollusks, Natural Communities, Nonvascular Plants, Reptiles, and Vascular Plants.

influence of similar hydrologic, geomorphologic, chemical or biological factors.

Water Regime - Description of water duration within a wetland habitat.

Wetland Total Acres - Total acres of the wetland type in the project area.

Wetland Type – The generalized [Cowardin](#) wetland type.

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

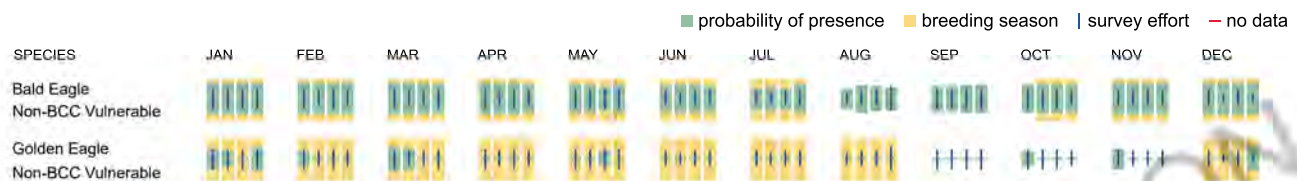
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season (|)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (|)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases [birds of concern](#), including [Birds of Conservation Concern \(BCC\)](#), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the [Nationwide avoidance and minimization measures for birds](#) document, and any other project-specific avoidance and minimization measures suggested at the link [Measures for avoiding and minimizing impacts to birds](#) for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles document](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Jul 31
Broad-tailed Hummingbird <i>Selasphorus platycercus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 25 to Aug 21
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Clark's Grebe <i>Aechmophorus clarkii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Jun 1 to Aug 31
Ferruginous Hawk <i>Buteo regalis</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/6038	Breeds Mar 15 to Aug 15

Golden Eagle <i>Aquila chrysaetos</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31
Grasshopper Sparrow <i>Ammodramus savannarum perpallidus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Lesser Yellowlegs <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Long-billed Curlew <i>Numenius americanus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/5511	Breeds Apr 1 to Jul 31
Long-eared Owl <i>asio otus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3631	Breeds Mar 1 to Jul 15
Northern Harrier <i>Circus hudsonius</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8350	Breeds Apr 1 to Sep 15
Pectoral Sandpiper <i>Calidris melanotos</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Thick-billed Longspur <i>Rhynchophanes mccownii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Aug 15
Whimbrel <i>Numenius phaeopus hudsonicus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in

week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

- The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

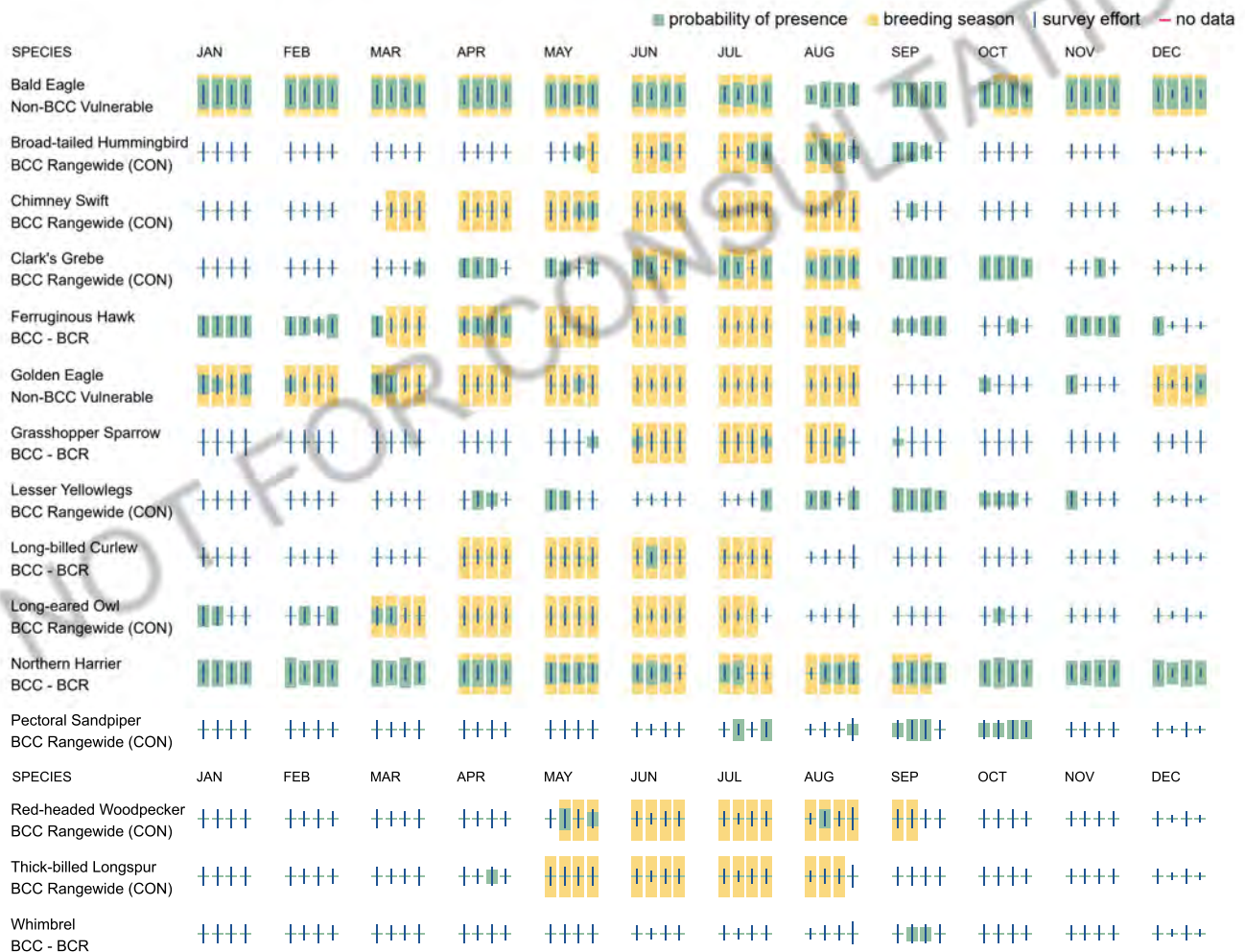
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Avoidance & Minimization Measures for Birds](#) describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the [Probability of Presence Summary](#). [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the [Bald and Golden Eagle Protection Act](#) and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Bald and Golden Eagle Protection Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location?". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER POND

[PUBFx](#)

RIVERINE

[R5UBH](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

Exhibit J
Cultural Resource Report



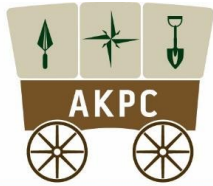
“Train #6, Chicago Limited; 9 cars. Photographed at Pate (Adams County), Colorado, between Derby and Barr, October 31, 1926. Otto C. Perry memorial collection of railroad photographs (Denver Public Library Special Collections, [OP-4662]).

Conner-Wakeman Gas Pipeline Project, Cultural Resources Technical Memo

Adams County, Colorado

Olsson
1525 Raleigh, Suite 400
Denver, Colorado 80204

For Williams Strategic Sourcing
Company, LLC



AK Pioneer Consulting, LLC

Conner-Wakeman Gas Pipeline Project, Cultural Resources Technical Memo Adams County, Colorado

AK Pioneer Consulting, LLC

8777 E Summit Rd
Parker, CO 80138

TYPE OF WORK

Desktop Diligence Study

PRINCIPAL INVESTIGATOR

Kimberly Bailey

AUTHOR(S)

Kimberly Bailey, Obi Oberdier,
and Bridget Hollingsworth

DATE

February 11, 2026

Table of Contents

Introduction	1
Environment.....	3
Present Environment.....	3
Hydrology	3
Topography and Geology	3
Soils and Depositional Settings	3
Natural Vegetation and Wildlife.....	3
Present Built Environmental Setting	4
Culture History	4
Paleoindian Stage (12,040–5740 B.C.).....	4
Archaic Stage (5500 B.C.–A.D. 150)	5
Late Precontact (A.D. 150–1540)	5
Post-Contact (A.D. 1540–Present)	6
Tribal History.....	6
Historic Trails	9
Railroads.....	10
Early High Plains Irrigation and Farming to 1900	11
Post-1900 Agriculture, Dryland Farming	12
Oil and Gas Development	12
Adams County, Colorado	13
Previous Work.....	13
Historic Maps and Aerials	16
GLO Maps and Land Patents	16
Historical Maps.....	19
Aerial Imagery	20
Historic Markers	20
Cemeteries	21
Historic Landmarks	21
Archaeological Potential.....	21
Recommendations	21
References Cited	23

List of Figures

Figure 1. Project route.....	2
Figure 2. Map of Historical Aboriginal Territories.....	8
Figure 3. Map of the historic trails, forts, and battlefields with the Project marked by a yellow star (Hafen n.d.).....	10
Figure 4. Map showing the historical route of the CB&Q Railroad in Adams County in 1879, with the Study Area marked with a yellow star (Rand McNally and Company 1891).....	11
Figure 5. Previous inventories within one mile of the Project.....	15
Figure 6. 1867 GLO Survey Plat for T1S, R65W Sections 2 and 3 with Project.....	16
Figure 7. 1890 USGS East Denver, CO Topographic Map, 1:125,000 with the Project outlined in black and yellow.....	19
Figure 8. 1906 Sectional Map with Project outlined in black and yellow.	19
Figure 9. 1942 USGS Mile High Lakes, CO Topographic Map 1:31,680, with the Project outlined in black and yellow.....	20
Figure 10. 1957 USGS Mile High Lakes, CO Topographic Map 1:24,000, with the Project outlined in black and yellow.....	20
Figure 11. 1956 aerial image with Project outlined in black and yellow (NETRonline 1956).	20
Figure 12. 1965 aerial image with Project outlined in black and yellow (NETRonline 1965).	20

List of Tables

Table 1. Archaeological Chronology of the Platte River Basin.....	4
Table 2. Previous inventories within one mile of the Project.....	14
Table 3. Cultural resources within one mile of the Project.....	15
Table 4. GLO patent records within the Study Area.....	16

List of Appendices

Appendix A	Project Inadvertent Discovery Plan
------------	------------------------------------

List of Acronyms

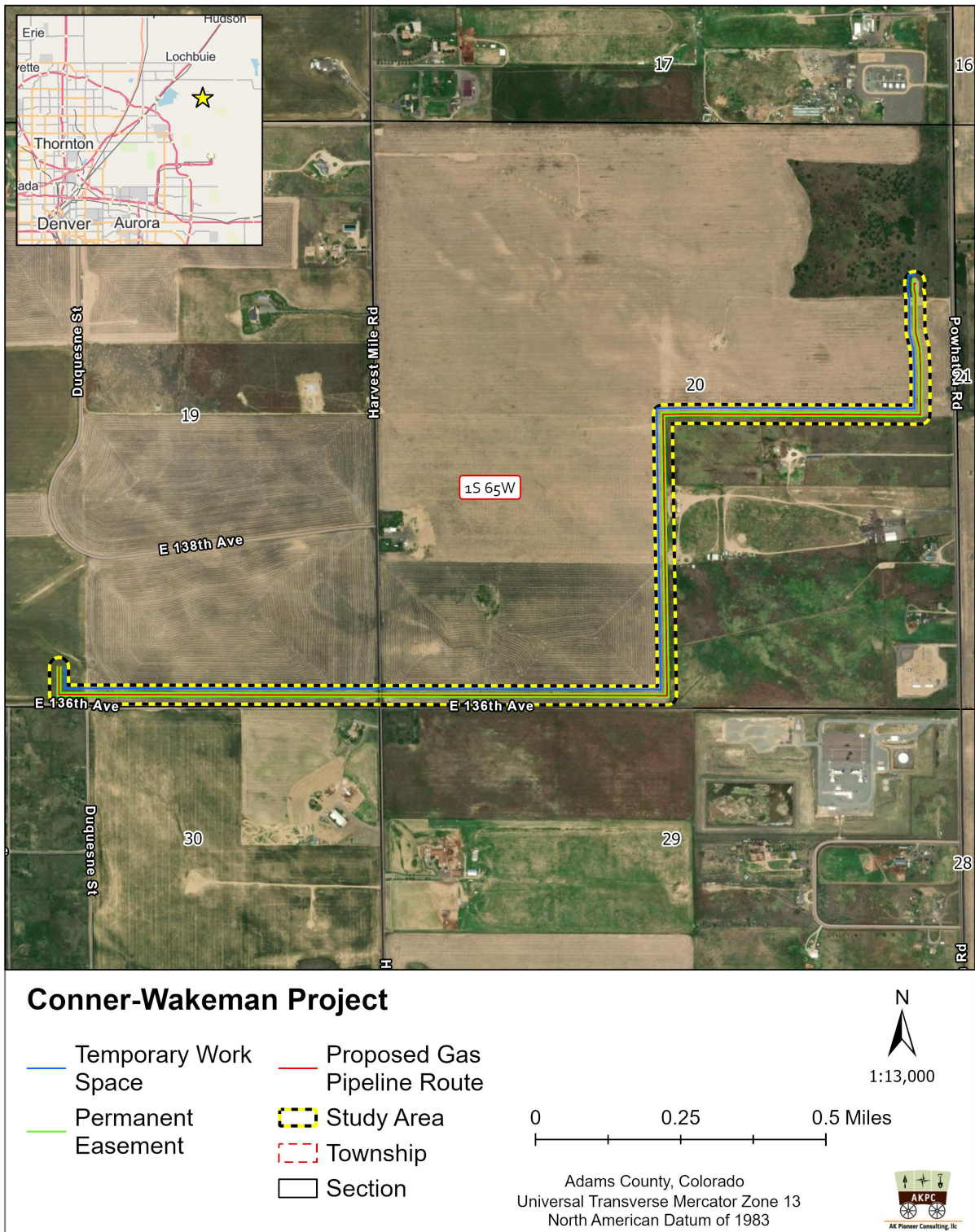
°F	degrees Fahrenheit
AKPC	AK Pioneer Consulting, LLC
APE	area of potential effects
GLO	General Land Office
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
OAHP	Office of Archaeology and Historic Preservation
Olsson	Olsson, Inc.
Project	Conner-Wakeman Project
ROW	right-of-way
USDA	U.S. Department of Agriculture
USGS	U.S. Geological Survey
Williams	Williams Strategic Sourcing Company, LLC

Introduction

Williams Strategic Sourcing Company, LLC (Williams) is planning to construct the Conner-Wakeman Gas Pipeline Project (Project), a new approximate 2.27-mile, 8-inch natural gas pipeline near the town of Lochbuie on private property in Adams County, Colorado. Olsson, Inc. (Olsson), Williams' contractor assisting with environmental considerations for the Project, contracted AK Pioneer Consulting, LLC (AKPC) to conduct a cultural desktop diligence study of the Project. This technical memo provides important information for Project planning and supports Adams County's goals and policies to "conserve, support, and celebrate historic resources" in the county and to "support inclusion of historically marginalized communities in the recognition and preservation of Adams County's historic and cultural resources" (Adams County, Comprehensive Plan 2022, Chapter 3, Policy CH 3.1, Strategy 3.1.04; [Advancing-Adams-Comp-Plan 2022.09.27_highres.pdf](#)).

The proposed gas pipeline route begins in the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 20 in Township (T) 1 South (S), Range (R) 65 West (W). It proceeds south and south-by-southeast for approximately 1,270 feet and turns west, proceeding for approximately 2,336 feet, then turning south and proceeding another 2,561 feet. It turns west again, proceeding approximately 5,493 feet, crossing Harvest Rd. and into Section 19. It makes one final turn to the north, proceeding north approximately 308 feet to where it terminates in the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 19 (**Figure 1**). Williams plans to utilize acquired right-of-way (ROW), easements, and access permits to install the Project. The area of potential effects (APE) for cultural resources is defined as the Study Area, which consists of a 150-foot-wide corridor, pipeline, temporary workspace, and permanent easement. The Study Area is approximately 41.8 acres.

AKPC completed this cultural desktop review using available online databases and resources that included a search of site files, records, technical reports, and map files within the Office of Archaeology and Historic Preservation (OAHP) Compass database, listings on the Colorado State Register and National Register of Historic Places (NRHP), state and national historic landmarks, historic General Land Office (GLO) plat maps, original land patent data, historic U.S. Geological Survey (USGS) topographic maps, historical markers, and cemeteries.



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Vantor, Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Figure 1. Project route.

Environment

Present Environment

The Project is in the South Platte River Basin within the Colorado Piedmont of the eastern High Plains physiographic province. It is in a semi-arid climate zone with moderate precipitation throughout the year, with up to 80 percent falling between April and September. Summers are warm to hot with average highs of 83 degrees Fahrenheit (°F) in June. Winters are cold and sometimes severe, with average low temperatures of 20°F. The elevation for the Study Area ranges from 5,152 to 5,202 feet above sea level, with an average elevation of approximately 5,182 feet above sea level (Western Regional Climate Center 2016; Williams and Chronic 2014).

Hydrology

The Project is 0.88 miles southeast of the Denver Hudson Canal. The largest named body of water near the Project is Barr Lake. The Colorado Carlsbad Water site was a well-fed bottled water facility that used to border the Study Area, but it is completely out of commission, and all associated buildings and wells were demolished.

Topography and Geology

The Project is in the eastern High Plains of Colorado generally characterized by broad, open, gently rolling uplands. Beneath the Plains is the Denver Formation (Dechesne et al. 2011). Surface geology in the Study Area is largely composed of Pleistocene alluvium belonging to the Slocum formation, which is typically too old to contain buried archaeological resources. However, the western portion of the line, in Section 19, passes through Holocene sediments belonging to the Piney Creek formation (Bryant et al. 1978), which have the potential to contain buried archaeological resources (Gilmore et al. 2021).

Soils and Depositional Settings

There are five soil types within the Study Area (NRCS 2026). The most extensive is Ascalon sandy loam, with 0 to 3 percent slopes (68.2 percent of the Study Area), followed by Ascalon sandy loam, with 3 to 5 percent slopes (9.7 percent of the Study Area). Both are derived from wind-reworked alluvium and sandy eolian deposits. Truckton loamy sand, with 0 to 3 percent slopes (9.9 percent of the Study Area), is formed in wind-reworked arkosic alluvium, while Vona loamy sand, with 3 to 9 percent slopes (8.3 percent of the Study Area), developed in eolian sands. The least extensive soil is Vona–Ascalon loamy sands, with 3 to 9 percent slopes (3.9 percent of the Study Area), a complex of eolian-derived soils that are also well drained. Across all soil types, the depth to restrictive features is greater than 80 inches.

Natural Vegetation and Wildlife

The Project is in the High Plains ecoregion (Chapman et al. 2006). Prior to settlement in the area, vegetation was largely short-grass prairie comprised of blue grama, buffalograss, needle-and-thread grass, and wheatgrass. Today, the vegetation is dominated by pasture or cropland with areas of shortgrass prairie and sand sage

prairie. Common shrubs include saltbush, rabbitbrush, and yucca. Animal species in the ecosystem include, but are not limited to, mule or white-tailed deer, pronghorn, fox, coyote, prairie-dog, rabbit, skunk, eagles, hawks, owls, wild turkey, and pheasants. Rattlesnakes and lizards are common reptiles (iNaturalist 2026).

Present Built Environmental Setting

The present built environment reflects modern land use patterns in the region. Development is predominantly related to agricultural and rangeland, transportation, utilities, and the oil and gas industry. Ranching and farming complexes, fences, transmission lines (wood pole structures), unpaved roads, signage, and agricultural equipment comprise most of the modern structures and objects visible in the immediate viewshed.

Culture History

The following discussion is based on *Colorado Prehistory: A Context for the Platte River Basin* (Gilmore et al. 1999), *Colorado Plains Historic Context* (Mehls 1984), and *Colorado History: A Context for Historical Archaeology* (Church et al. 2007). The archaeological history of Native Americans in the Platte River Basin is divided into three major stages: Paleoindian, Archaic, and Late Precontact. The Post-Contact, the fourth stage, describes the dynamic interactions between Native Americans and non-Native Americans from early contact to the twentieth century. The stages are further subdivided into cultural periods, as discussed below and presented in **Table 1**.

Table 1. Archaeological Chronology of the Platte River Basin.

Stage	Period	Date Range
Paleoindian		12,040–5740 B.C.
	Clovis	(12,040–9750 B.C.)
	Folsom	(11,340–8720 B.C.)
	Plano	(10,850–5740 B.C.)
Archaic		5500 B.C.–A.D. 150
	Early Archaic	(5500–3000 B.C.)
	Middle Archaic	(3000–1000 B.C.)
	Late Archaic	(1000 B.C.–A.D. 150)
Late Precontact		A.D. 150–1540
	Early Ceramic	A.D. (150–1150)
	Middle Ceramic	A.D. (1150–1540)
Post-Contact (Protohistoric)		A.D. 1540–present

Paleoindian Stage (12,040–5740 B.C.)

During the late Pleistocene and early Holocene, Colorado was cooler and wetter than today. Now-extinct megafauna, including mammoth, camel, and sloth, were plentiful. Most archaeological sites dating to the Paleoindian Stage are game kill and processing sites. Tool kits contain large, highly crafted, flaked-stone tools.

This stage is subdivided into three periods: the Clovis period, the Folsom period, and the Plano period. The Clovis period is noted for its large, fluted lanceolate projectile points. The Folsom period, which represents the beginning of a transition to smaller-game hunting, is noted for smaller, pressure-flaked, and fluted lanceolate dart points used to hunt *bison antiquus*. Tools continued to decrease in size and undergo morphological changes during the Plano period. Lanceolate and stemmed dart points are typical of Plano period sites.

OAHP Compass database records indicate that there are numerous Paleoindian sites in neighboring Weld and Denver counties, and they are typically located along ancient drainages and creeks. Such sites are relatively rare in Adams County, and there are no known Paleoindian sites in the OAHP database near the Project.

Archaic Stage (5500 B.C.–A.D. 150)

The cultural adaptations of the Archaic Stage coincide with the Altithermal, a warming and drying trend that resulted in environmental conditions similar to the present. Modern Holocene species replaced the earlier Pleistocene fauna, enabling diversification of plant resources and subsistence strategies. The Archaic Stage is subdivided into three periods: Early, Middle, and Late. Tool kits of the Middle Archaic Period are diversified with more varieties of ground stone and smaller projectile points including stemmed and notched forms. Stone boiling firepits, storage cists, and architectural features are evident. Late Archaic projectile points are large corner-notched and side-notched dart points. Grinding stones, butchered bone and bone tools, and floral remains are common on Late Archaic sites.

An Archaic campsite (5AM.1705) was found during a survey for the construction of the Denver International Airport, about 3.5 miles to the southeast of the Project, demonstrating that the general region was used during the Archaic Period. However, both Weld and Denver counties have more known sites than Adams County.

Late Precontact (A.D. 150–1540)

The Late Precontact is divided into the Early Ceramic and Middle Ceramic Periods. The occurrence of ceramic technology distinguishes Late Precontact sites from Late Archaic sites. The bow and arrow were introduced at this time as indicated by the prevalence of small, corner-notched projectile points with narrow necks. Artifact assemblages at habitation sites are more complex than in previous periods, suggesting longer occupations and/or repeated use over time. In the Middle Ceramic, permanent or even semi-permanent settlements are unknown. The population seems to decrease; a trend which continues into the fifteenth century.

OAHP Compass database records indicate that most of the notable Late Precontact sites in the region have been found along the Platte River, or on terraces and hilltops that overlook “valleys of permanent and intermittent streams” (Gilmore et al. 1999).

Ute presence in Colorado began during this period. Seasonal subsistence included hunting elk, deer, and antelope, trapping smaller game, and gathering plants such as

amaranth, wild onion, rice grass, and dandelion, with roots and seeds collected using specialized tools like digging sticks and seed beaters. Before acquiring horses, Utes relied on stone and wooden implements, traded with Puebloans for pottery, and became skilled basket weavers, while hides and quillwork were important trade and cultural items. Scarred ponderosa trees from this time period, left from bark harvesting for food and medicine, remain visible in Colorado forests today (Southern Ute 2025).

Post-Contact (A.D. 1540–Present)

The Post-Contact Stage is the period during which Native Americans, particularly on the Plains, moved across the landscape in reaction to environmental and external cultural pressures. Following the arrival of the Spanish explorer Coronado in A.D. 1540, Native American culture was irreversibly altered through contact with European cultures (Gilmore et al. 1999:5). Tribal oral histories and related ethnographic sources should be referenced for a more detailed overview and understanding of the Indigenous presence in northeastern Colorado (Anthropological Research 2021, Barnes 2015, Cowell 2021, etc.).

Native Americans had occupied the Americas for at least 12,000 years by the time European explorers arrived in the New World (Church et al. 2007:107). Explorers from the Old World entered a cultural landscape in flux. The Spanish were the first non-Native Americans in Colorado, appearing in the mid-1600s and claiming the southern portion of the state as the northern frontier of New Spain. By the end of the seventeenth century, French trappers and traders arrived from French Louisiana (Church et al. 2007:108). Native Americans in eastern Colorado had more initial contact with the northern fur traders than with the Spanish to the south. French fur trappers are thought to be the first non-Native Americans in northern Colorado.

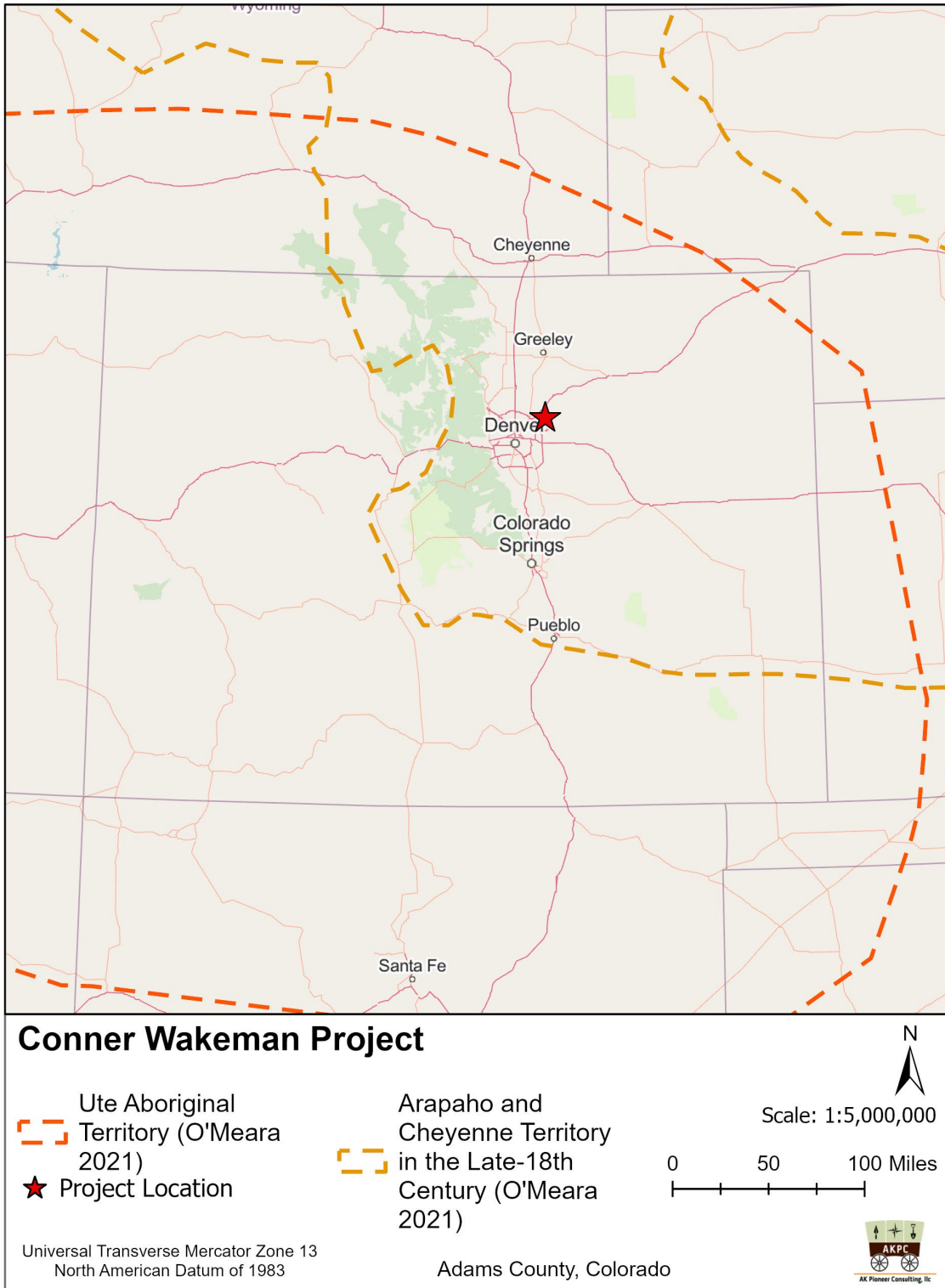
Tribal History

According to tribal historians, the Ute had obtained horses as early as 1580. This greatly expanded their mobility and military prowess. By 1650, seven Ute bands held well-defined territories across the Rockies and adjoining plains. Their mobility and military strength were evident in conflicts such as the 1806 battle near Taos against Comanche forces. Throughout the nineteenth century, Ute leaders sought to negotiate with the United States, beginning with the 1849 Treaty of Abiquiú, and later the 1868 treaty that created a reservation encompassing roughly the western third of Colorado under Chief Ouray's leadership. Successive events, such as 1873 Brunot Agreement ceding the San Juan mining district, and the subjugation of Ute freedoms that precipitated the 1879 Meeker Incident, resulted in massive land loss and calls for Ute removal. In 1880, Chief Ouray traveled to Washington, D.C., to negotiate another treaty, further reducing Ute territory. These events collectively illustrate how Ute seasonal lifeways, once centered on mountain summers and plains winters, were disrupted by treaties, violence, and dispossession, culminating in the forced removal of most Ute bands from Colorado by the early 1880s (Southern Ute 2025).

Plains Apachean groups had migrated south recently, crossing the Plains, and arriving in the Southwest about 1525 A.D. The Comanche arrived in Colorado in the early part

of the eighteenth century. In response, the Apache moved out of the northeastern portion of Colorado, continuing their migration south. During the eighteenth and nineteenth centuries, Cheyenne and the Arapaho tribes, who had been displaced from distant homelands much earlier, migrated to eastern Colorado. The Kiowa and Pawnee also were present in eastern Colorado (Church et al. 2007:90-93).

By the early nineteenth century, Cheyenne and Arapaho peoples had extended their ranges into the Front Range foothills and plains, including what is now Adams County (**Figure 2**). The adoption of horses, acquired through trade and contact with Spanish and other tribes, transformed their mobility, subsistence, and territorial claims, enabling seasonal migrations that brought them to wintering grounds along the South Platte River. Archaeological and ethnographic records emphasize that Cheyenne and Arapaho lifeways were centered on bison hunting, trade, and mobile encampments, often overlapping with Ute seasonal use of the mountains and foothills. Relations with the United States were formalized in 1851, with the Treaty of Fort Laramie, which recognized Cheyenne and Arapaho sovereignty over the central plains while guaranteeing safe passage for emigrants along major trails. Yet increasing settler encroachment, depletion of game, and military pressure eroded these guarantees. By the 1860s, federal policy and violent conflict, including campaigns along the Arkansas and Platte Rivers, accelerated dispossession. The Cheyenne and Arapaho were ultimately removed from Colorado following the Sand Creek Massacre in 1864, with survivors relocated to reservations in Oklahoma and Wyoming. Their seasonal presence in Adams County, marked by winter camps along river valleys, thus ended under the combined weight of treaty violations, military campaigns, and settler expansion (Colorado State University 2025).



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri, © OpenStreetMap (and) contributors, CC-BY-SA

Figure 2. Map of Historical Aboriginal Territories

Historic Trails

Several new trails to the future town of Denver were developed to access gold fields after the discovery of gold in the Rocky Mountains in 1858. The Overland (an extension of the Oregon Trail), the Fort Morgan Cut-Off, Trappers Trail, and the Cherokee are among the network of trails in the region (**Figure 3**). The Trappers Trail is the closest major route to the Project.

Explorers, colonists, miners, and traders relied on the Overland Trail (also known as the Central Overland Emigrant Route) for travel between Atchison, Kansas to Fort Bridger, Wyoming. The historic route of the trail is less than two miles to the north of the Project. Most of the route overlaid preexisting American Indian and early explorer trails, including those established by military explorers Stephen H. Long (1819) and John C. Frémont (1842). The U.S. Army began using the route in 1856. Two years later, in 1858, the Army began improving the route to make it suited for stagecoach travel, establishing what is now known as the Overland Trail (Scott and Shwayder n.d.).

In 1862, an entrepreneur named Ben Holladay bought one of two failing stagecoach companies operating on the trail and formed the Overland Mail & Express Company. Holladay also installed a telegraph line along the trail in 1863 (Weimer n.d.). All of this coincided with US mail carriers moving to the Overland Trail to escape the increasing resistance by Native Americans along the Oregon Trail.

Conflicts involving the Southern Cheyenne, Arapaho, and allied Brulé and Oglala Lakota eventually reached the Overland Trail as these nations resisted the increasing presence of settlers and military forces in their homelands (Colorado War 1864–1865). By 1864, the Civil War had drawn Union troops away from Colorado, reducing military protection along the route, and the federal government closed the trail that year due to escalating regional violence. The closure disrupted travel and communication, leading to delayed mail delivery and food shortages for residents along the corridor (Weimer n.d.).

Conflict intensified along the Overland Trail in 1865, resulting in the destruction of many ranches along the route and the burning of the town of Julesburg. Travel disruptions and the temporary closure of portions of the trail led the Holladay Overland Mail & Express Company to relocate operations or suspend service, and in 1866 the company was purchased by Wells Fargo for \$1.8 million (Weimer n.d.). The 1869 Battle of Summit Springs marked one of the final large-scale military engagements between U.S. forces and Indigenous nations on Colorado's Great Plains. These military campaigns, together with the arrival of the Union Pacific Railroad in the rebuilt town of Julesburg in 1867, reshaped travel and communication across the region. Rail service soon outcompeted stage lines, and after the U.S. government contracted mail delivery to the railroad, the first train and the last stagecoach on the Overland Trail reached Denver in 1870 (Weimer n.d.).

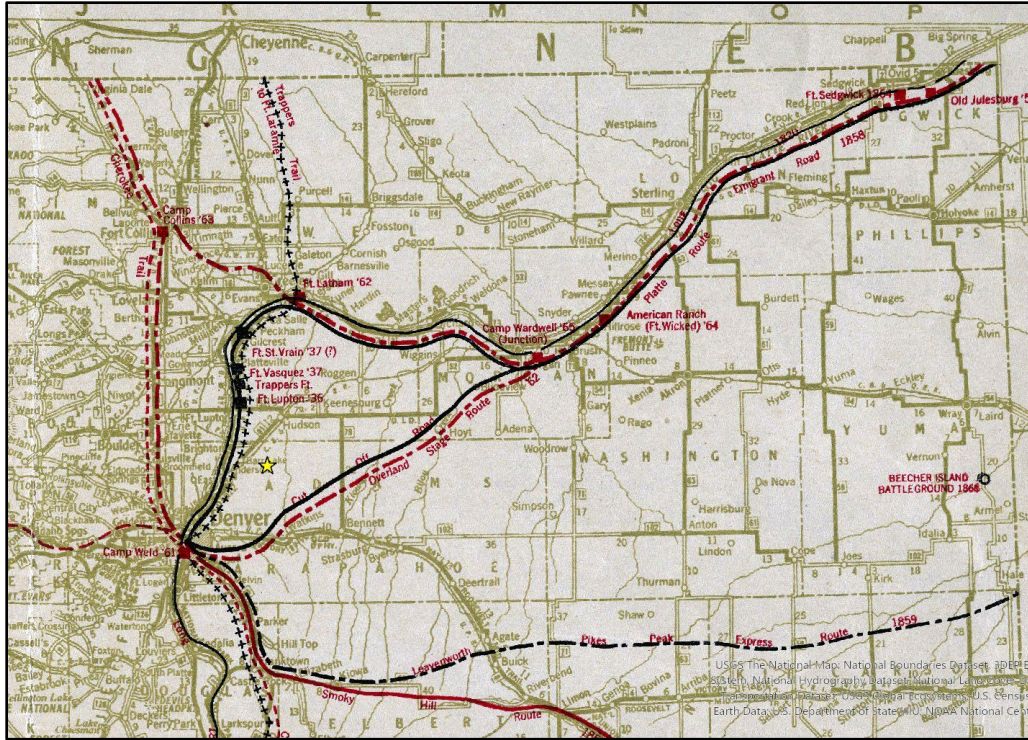


Figure 3. Map of the historic trails, forts, and battlefields with the Project marked by a yellow star (Hafen n.d.)

Railroads

Chicago, Burlington & Quincy Railroad

The Chicago, Burlington & Quincy Railroad (CB&Q) reached Colorado as part of its westward expansion across the Plains, and its route passed within about three miles of the Study Area (**Figure 4**). After absorbing the Burlington & Missouri River Railroad (B&MR) in Iowa and Nebraska, the CB&Q pushed its Nebraska line steadily toward the Rockies. It reached Lincoln in 1870, Kearney in 1872, and continued building west until completing the first direct rail connection from Chicago to Denver in 1882. This line entered Denver from the northeast, forming a major new transcontinental gateway for freight and passengers (Turner 2022; BRHS 2026).

The Burlington also gained access to Colorado from the south through the Joint Line, shared with the Atchison, Topeka & Santa Fe Railway. This corridor became an important route for trains moving between Denver, Pueblo, and points beyond. A major turning point came in 1909, when the CB&Q acquired control of the Colorado & Southern Railway (C&S). This gave the Burlington a far broader footprint in the region, including a north–south main line from Denver into Wyoming and a southern extension all the way to the Gulf of Mexico at Galveston, Texas. In 1914, the Burlington strengthened its Rocky Mountain network by extending its Montana line south from Billings to connect with the C&S, creating a continuous corridor linking the northern Plains, Denver, and the Southwest (Turner 2022).

Colorado also played a role in the Burlington’s technological milestones. In 1934, the railroad staged a nationally celebrated event when the streamlined Pioneer Zephyr

made its record-setting, non-stop run from Denver to Chicago, demonstrating the future of high-speed diesel rail travel (Turner 2022).

The CB&Q's Colorado routes later became part of Burlington Northern in 1970 and, after another merger in 1995, part of today's BNSF Railway. Many of these historic Burlington corridors remain active, carrying heavy volumes of coal, grain, and intermodal freight across the state (Turner 2022; BRHS 2026).



Figure 4. Map showing the historical route of the CB&Q Railroad in Adams County in 1879, with the Study Area marked with a yellow star (Rand McNally and Company 1891)

Early High Plains Irrigation and Farming to 1900

Commercial agriculture on the eastern plains of Colorado began in response to the gold rush and the influx of people. Expanding transportation networks enabled farmers to get their produce to market in the business centers along the Front Range and into mining camps in the mountains. To attract farmers and ranchers to immigrate west, U.S. legislators passed the 1842 Preemption Act that allowed the purchase of 160 acres of land at \$1.25 per acre. Twenty years later, the Homestead Act of 1862 allocated title of 160 acres to individuals who paid the patent fees and “proved up” within five years (Mehls and Mehls 2006:3). The U.S. Government and farmers soon realized larger tracts of land would be required for successful farming in the semi-arid region. The U.S. Government enacted the Timber Culture Act of 1873 to encourage the planting of trees. Individuals would receive 160 acres if they planted 40 acres of trees and kept them alive for 10 years. The act was amended, eventually, from 40 acres to 10 acres. The Desert Land Act of 1877 further encouraged settlement and irrigation of the eastern plains of Colorado. With this act, individuals could claim up to 640 acres at \$1.25 per acre if they irrigated the land within three years (Mehls 1984:63-64). The establishment of trading posts like Fort St. Vrain (1837) and Fort Vasquez (1840) marked early European

presence, but farming emerged after the Pike's Peak Gold Rush (1858–1859) when settlers, including cattleman John Wesley Iliff, turned to ranching instead of mining (Mehls and Mehls 2006).

Post-1900 Agriculture, Dryland Farming

A particularly wet period in the late 1800s encouraged early homesteaders in northeastern Colorado. They were able to grow wheat, barley, rye, beans, and vegetables without irrigation. As they entered the twentieth century, the rain came less frequently, and crops failed. Changes in federal land policy and scientific innovations renewed efforts to farm the marginal, dry land of the Plains. Between 1905 and the 1930s, a Russian variety of wheat became the primary crop in eastern Colorado. Technological innovations, including new types of plows and gasoline engines, enabled small families to harvest large tracts of land. In response to public pressure, the U.S. Congress revoked the Timber Culture and Desert Land Acts. In 1909, Congress passed the Enlarged Homestead Act, which increased claimed acreage to 320 acres. Following World War I, the acreage an individual could claim increased to 640 acres under the Stock Raising Homestead Act. These land acts fueled a boom in agriculture (Mehls 1984:104).

Dryland farming was popularized by promoters between 1910 and 1920 (Mehls 1984:104). During these years, land was consolidated under single ownership, and farms expanded. Organizations such as the Transmissouri Dryfarming Congress (also known as the International Dryfarming Congress) were formed to provide solutions to dryland farmers' needs. The headquarters for the Transmissouri Dryfarming Congress was in Colorado Springs until 1912, when it was moved to Lethbridge, Canada. This group met annually to discuss farmers' experiences and worked to introduce new systems and techniques to ensure better crop production. Federal funds became available to set up experiment stations in 1902 and helped create 28 stations in the Great Plains region of the United States (Brengele 1982).

Following the end of World War I, which brought a drop in crop prices, many farmers and farming communities failed economically. One such community was Dearfield, an African American farming community east of Greeley. More than 60 families had moved to the Dearfield vicinity as part of a utopian social experiment envisioned by founder Oliver T. Jackson. As crop prices dropped and a drought set in, families were unable to support themselves. By the 1930s, with the Dust Bowl and the onset of the Great Depression, few families remained at Dearfield (Mehls 1984:105). Communities throughout eastern Colorado were similarly affected.

Oil and Gas Development

Oil and gas exploration in Colorado began in the 1860s, with the state becoming the second oil-producing area in the United States following an 1862 discovery near Cañon City (Donaldson and MacMillan 1980). However, significant development in the DJ Basin, was slower to emerge. The DJ Basin, bounded by the Front Range to the west and extending into Nebraska, contains substantial deposits of oil, natural gas, and coal, with the Wattenberg Field as its most productive area (Frederick Colorado 2025).

The Wattenberg Field, located primarily in Weld County and extending into parts of Adams, Boulder, Broomfield, and Larimer Counties, became a focal point for oil and gas development starting in the 1950s (Frederick Colorado 2025). Intensive exploration and drilling in the DJ Basin began during this period, with the Wattenberg Field emerging as Colorado's second-largest oil and gas field, producing from the Niobrara, Codell, and J Sand formations (Higley and Cox 2005).

Adams County, Colorado

In 1901, Adams County was carved out of the original Arapahoe County. Adams County has been a mixed agricultural and industrial county throughout its history. The area around Brighton, the county seat, was originally settled by white settlers in 1859. Between 1870 and 1871, the Boulder County Railroad and the Denver Pacific Railroad linked to the Hughs Station in Adams County. Brighton developed around the station and was incorporated in 1887. At that time, Brighton had 175 residents, a hotel, a market, a school, a blacksmith, saloons, a newspaper, and a church (Encyclopedia Staff 2023).

Irrigation systems drawing water from the South Platte have enabled a strong agricultural economy in Adams County. In the early 1900s, sugar beet farming dominated the area. In 1917, the Great Western Sugar Company built a beet-processing factory in Brighton. The cultivation of sugar beets was labor intensive and required a large labor supply. With labor in short supply in Colorado, the Great Western Sugar Company recruited labor throughout the United States, Europe, and Mexico. Recruitment led to German Russians, Japanese Americans, and Mexicans moving or migrating to work in the sugar beet fields (Mehls and Mehls 2006:12-13).

The U.S. Army built the Rocky Mountain Arsenal in 1942. The 17,000-acre chemical weapons facility, now a wildlife refuge, is south of the Study Area. After WWII, the army began leasing some of the facilities to private companies, including Shell Oil. Agricultural herbicides and pesticides were produced by Shell Oil from 1952 to 1982. The arsenal was reactivated during the Cold War to make weapons. In 1987, the U.S. Environmental Protection Agency (EPA) designated the arsenal as a superfund site (Encyclopedia Staff 2023).

Today, Adams County has a population of more than 440,000 residents, ranking as the fifth most populous county in Colorado. Much of this population is in the Denver metropolitan area, particularly in the cities of Arvada, Aurora, Commerce City, and Thornton. Commerce City also contains the Suncor Energy oil refinery, the largest operating refinery in the Rocky Mountain Region. The county features significant natural areas, including Barr Lake State Park near Brighton and the Rocky Mountain Arsenal National Wildlife Refuge (Encyclopedia Staff 2023).

Previous Work

AKPC conducted a review of the OAHP's Compass database to identify previous cultural resource inventories and sites within a one-mile radius of the Study Area for the

Project. Unrestricted sites and inventories near the Project are shown on **Figure 5**. According to data received on January 12, 2026 (File Search No. 27484), eight previous inventories have been completed (**Table 2**). Projects include inventories for a power substation, a pipeline, a fiber-optic communications line, a sewage plant, two access-road projects, and two projects for the Denver International Airport.

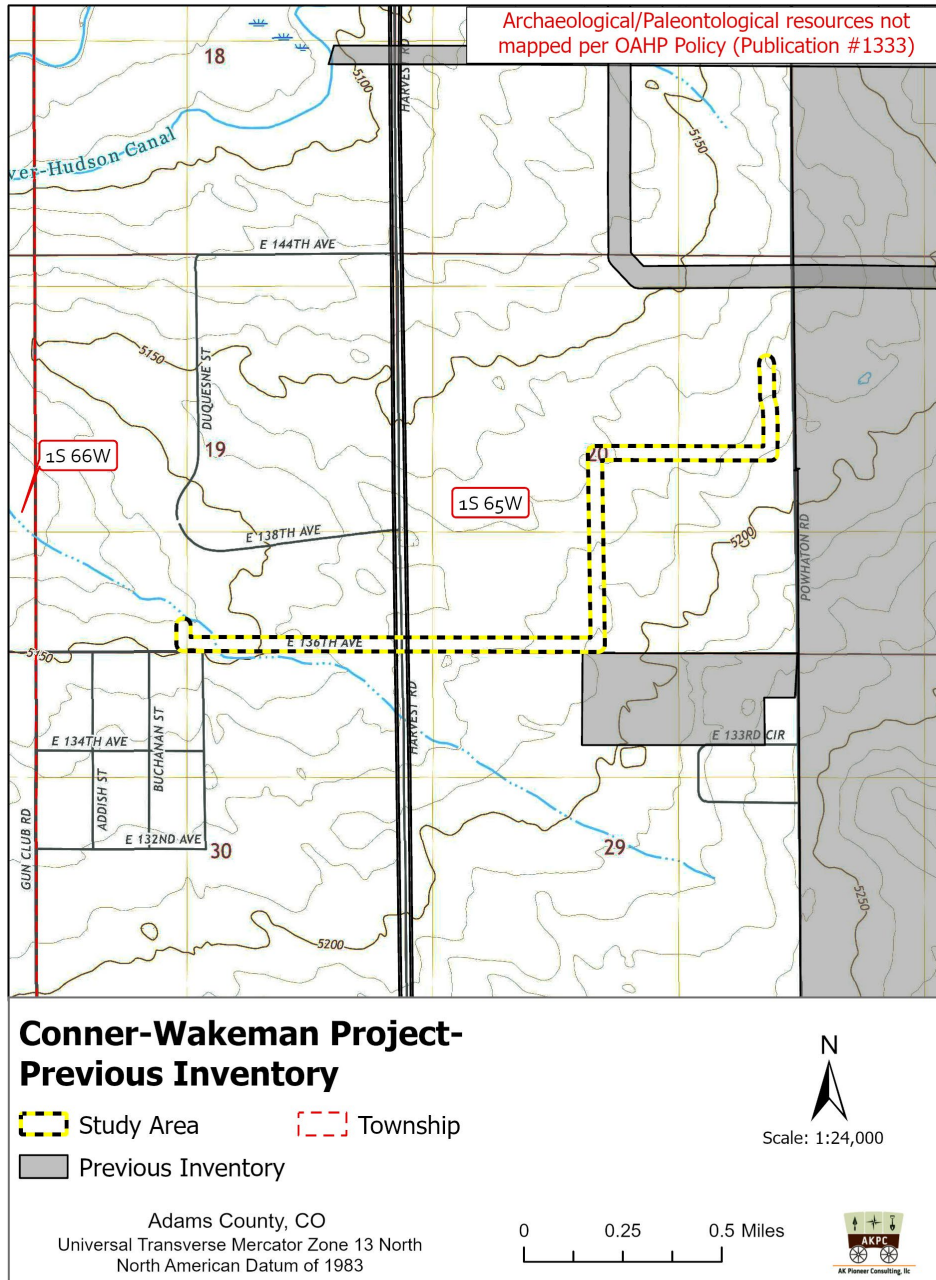
Table 2. Previous inventories within one mile of the Project.

Report #	Report Title	Acres	Date
AM.E.NR1	Tri-State Generation Brighton Substation, Adams County, Colorado. (FEC #62 00170)	57	01/03/2001
MC.AE.R26	A Class III Cultural and Class I Paleontological Resources Survey of Spread 1 of the Front Range Pipeline Project (and Addendum A), Weld, Adams, Arapahoe, Elbert, and El Paso Counties, Colorado	5,719.92	11/06/2014
MC.CH.R25	Historical Resource Survey of the Proposed Access Roads to the Superconducting Super Collider Facility, Adams and Morgan Counties, Colorado	44,600	02/28/2008
MC.CH.R88	An Archaeological Inventory of the Enron Communications Wyoming/Colorado Border to Denver Segment, Wasatch Reach Fiber Build, Northern Colorado	445	03/11/2008
MC.CH.R101	Archaeological Investigations of a Sample of the Proposed Superconducting Super Collider Access Roads in Adams and Morgan Counties, Colorado (C-99-1000-12)	1,517	03/17/2008
MC.FA.R7	Archaeological Studies at the New Denver International Airport, Phase I, Denver County, Colorado (Volume I: Technical Report)	10,584	06/23/1989
MC.FA.R9	A Cultural Resource Inventory of the Denver International Airport Priorities I and II Tracts, Denver and Adams Counties, Colorado	3,478	10/30/2006
MC.LG.R36	An Archaeological Investigation of the Proposed Sewage Disposal and Treatment Plant in Adams County Colorado	4,320	07/11/2007

Three cultural resources have been recorded within one mile of the Study Area (**Table 3**). One notable resource is the Denver Hudson Canal (5AM.517), which is officially eligible for inclusion in the NRHP. The remaining resources include a water well and a precontact isolated find. There are no previously recorded cultural resources within the Study Area.

Table 3. Cultural resources within one mile of the Project.

Site Number	Site Name/Type	OAHP NRHP Eligibility Status	In Study Area (Yes/No)
5AM.151	Colorado Carlsbad Water	Field not eligible	No
5AM.517	Denver Hudson Canal	106 - Officially eligible	No
5AM.2849	Precontact Isolated Find	Field not eligible	No



2022 Mile High Lakes 7.5' USGS Topographic Quadrangle (USGS topoView) OAHP Compass data 1/12/2026

Figure 5. Previous inventories within one mile of the Project.

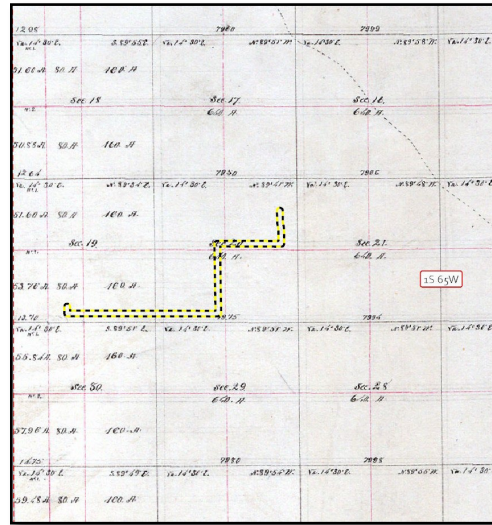
Historic Maps and Aerials

GLO plat maps, USGS topographical maps, and aerial images were reviewed to determine if there were historical modifications to the land within the Study Area. Such developmental changes may include trails and roads, settlements, irrigation ditches, and other culturally modified features.

GLO Maps and Land Patents

The 1867 GLO survey plat for T1S, R65W was reviewed for the Project (**Figure 6**). No cultural features are depicted in the Study Area.

According to GLO land patent records, three land patents were issued on lands within the Study Area (**Table 4**). In 1897, the Union Pacific Railway Company was issued a railroad grant patent for lands in Section 19, T1S, R65W. The grant encompassed the east half of the section and the east half of west half, totaling 480 acres. This conveyance was one component of a broader railroad land grant comprising 191,047 acres distributed across Adams, Weld, Boulder, Jefferson, Larimer, Arapahoe, and Douglas counties (GLO 1897).



the

Figure 6. 1867 GLO Survey Plat for T1S, R65W Sections 2 and 3 with Project.

Table 4. GLO patent records within the Study Area.

Landowner	Township/Range	Authority	Year
Union Pacific Railway Company	1S 65W, Section 19, E ½ & E ½ W ½	July 1, 1862: Grant-RR Union and Central (12 Stat. 489)	1897
Allen, Adaline – Widow of Allen, Alexander	1S 65W, Section 20, SW ¼	May 20, 1862: Homestead Entry Original (12 Stat. 392)	1900
Moore, Van Buren	1S 65W, Section 20, SE ¼	May 20, 1862: Homestead Entry Original (12 Stat. 392)	1899
Denver Pacific Railway & Telegraph Company; Union Pacific Railroad Company	1S 65 W, Section 29, N ½	July 1, 1862: Grant-RR Union and Central (12 Stat. 489)	1902
Bringe, Theodore	1S 65W, Section 30, NE ¼	May 20, 1862: Homestead Entry Original (12 Stat. 392)	1895
Hannum, Edward B.	1S 65W, Section 30, E ½ NW ¼	May 20, 1862: Homestead Entry Original (12 Stat. 392)	1911

A subsequent railroad land grant was issued in 1902 to the Union Pacific Railway Company jointly with the Denver Pacific Railway and Telegraph Company. This patent conveyed the north half of Section 29, T1S, R65W, totaling 320 acres. Unlike the earlier

grant, this conveyance was part of a smaller land distribution totaling 49,313 acres located within Adams, Weld, Boulder, and Larimer counties (GLO 1902).

Adaline Allen

Adaline Allen, an African American woman, was born in Georgia in 1852. In 1880, she and her husband, Alexander Allen, were residing in Forsyth County, Georgia, with their young son; at that time, Adaline was employed as a housekeeper (Ancestry.com 2010a). Sometime between 1880 and 1884, the family relocated to Colorado. By 1900, Adaline and Alexander had five children together. The couple applied for a homestead patent in Adams County; however, Alexander died in 1898 at 43 years of age. In 1900, Adaline, as Alexander's widow, was granted a homestead patent for 160 acres comprising the southwest quarter of Section 20, T1S, R65W (Ancestry.com 2004; Denver Star 1915; Rocky Mountain News 1898; GLO 1900). In 1910, Adaline was living in Denver with her youngest son, Jason, and his wife, and was working as a washerwoman. She was 54 years old at that time. Adaline appears in the Denver city directory through 1912 (Ancestry.com 2006, 2011). By 1920, Jason was divorced and Adaline was no longer residing with him. It is possible that she died sometime between 1912 and 1920 (Ancestry.com 2010b). At present, no available online records indicate that Ms. Allen played a significant role in the broader history of Adams County.

Van Buren Moore

Van Buren Moore, an African American man, was born in Georgia in approximately 1857 or 1858 (Ancestry.com 2004, 2006). By 1890, he had relocated to Colorado. That year, the *Rocky Mountain News* mentioned Moore in connection with a real estate scam involving other parties who attempted to negotiate an exchange of property in Denver's Provident Addition, owned by Moore, for non-existent property near Chicago. A judge ruled that the matter must proceed to trial; however, the outcome of the case was not reported in the newspaper (Rocky Mountain News 1890a, 1890b, 1890c). In 1898, Moore married Pearl Fugitt in Denver. Van Buren was approximately 24 years older than his wife (Ancestry.com 2016a). In 1899, Moore received a homestead patent for 160 acres comprising the southeast quarter of Section 20, Township 1 South, Range 65 West, in Adams County (GLO 1899). By 1900, the federal census recorded Van Buren and Pearl Moore living in Barr Precinct, Arapahoe (now Adams) County, with their two young sons. Moore's occupation was listed as plasterer (Ancestry.com 2004). In 1910, the family was still residing in Barr Precinct and had seven children in total; one child died in infancy or early childhood between 1900 and 1910 (Ancestry.com 2006).

Van Buren Moore again appeared in the *Rocky Mountain News* in 1911. On November 7, the newspaper reported that a Humane Officer had discovered six reportedly motherless children living in poor conditions near Barr Lake, subsisting largely on fish they had caught. The article stated that the children's mother had died several months earlier, that Moore was ill, and that he was unable to adequately care for the children. The Humane Officer brought the situation to the attention of county officials, who reportedly stated that "the county had given all the aid it could" (Rocky Mountain News 1911a:14). Four days later, a follow-up article reported that a committee of women from the Zion Baptist Church visited the Moore family and found that they had sufficient food

and were not in immediate danger of destitution. The article further clarified that Pearl Moore was not deceased but was working in the city to help support the family following the failure of that year's crop (Rocky Mountain News 1911b). By 1920, Van Buren Moore was divorced and resided in Brighton with his 19-year-old son. He was 64 years old at that time (Ancestry.com 2010b). At present, no available online records indicate that Mr. Moore played a significant role in the broader history of Adams County.

Theodore H. Bringe

Theodore H. Bringe was born in Germany circa 1836, as was his wife Lena (also known as Caroline), who was born in 1834. By 1863, the couple had immigrated to the United States. They subsequently settled in Illinois, where they had four children between 1863 and 1874. Theodore became a naturalized citizen of the United States in February 1874 (Ancestry.com 2010a; 2016b). By 1880, the Bringe family was residing in Wayne County, Michigan, where Theodore was employed as a saloon keeper (Ancestry.com 2010a). By 1895, the family had relocated to Colorado. That year, Theodore received a homestead patent for 160 acres comprising the northeast quarter of Section 30, T1S, R65W (GLO 1895).

In 1896, Theodore traveled to Denver with a load of farm produce to sell. After arriving in the city, he reportedly engaged in a prolonged period of heavy drinking. Acquaintances encountered him near the Sand Creek House, approximately five miles east of Denver, and persuaded him to secure a room there for the night. The following morning, Theodore was discovered deceased in an unoccupied room, having died by suicide after strangling himself with a length of clothesline tied to a nail in the wall. Theodore H. Bringe was interred at Elmwood Cemetery in Brighton (Rocky Mountain News 1896a, 1896b; Find a Grave 2013). By 1900, Lena was living with their son Frank, a rancher in the Barr Precinct of Arapahoe County. Their son Ernest also resided in Arapahoe County with his wife and children (Ancestry.com 2004). At present, no available online records indicate that Theodore H. Bringe played a significant role in the broader historical development of Adams County.

Edward B. Hannum

Edward B. Hannum was born in Missouri circa 1872. He married Julie Butler in Denver in 1896. By 1900, the couple and their three children, twin daughters and a son, were residing in Barr Precinct, Arapahoe County (now Adams County), where Edward was employed as a bottler (Ancestry.com 2004, 2016a). In 1901, Hannum was among several employees who filed a lawsuit against the Colorado Carlsbad Mineral Water Company, which reportedly declared bankruptcy without paying wages owed to its workers. The company's plant was located near Barr Lake (Rocky Mountain News 1901). In 1903, the Brighton Register reported that Hannum had returned from Eaton, Colorado, where he had been employed at a sugar beet factory (Brighton Register 1903). The following year, he was elected treasurer of the Barr school (Brighton Register 1904). The Hannum family continued to reside in Barr Precinct in 1910. By that time, Edward and Julie had five children, including two additional sons, and Edward's occupation was listed as dairy farmer in the federal census (Ancestry.com 2006). In 1911, Edward B. Hannum received a homestead patent for the east half of the

northwest quarter of Section 30, T1S, R65W (GLO 1911). By 1920, the family had relocated to Brighton, Colorado, where the federal census recorded Edward's occupation as a machinist employed at a pickle factory. Census records from 1930 and 1940 indicate that Hannum remained in Brighton and was working as an electrical engineer for a canning factory. By 1950, Edward was 77 years old, still residing in Brighton, and listed as retired (Ancestry.com 2002, 2010b, 2012, 2022). There are no currently available online records showing that Edward B. Hannum played a significant role in the broader historical development of Adams County.

Historical Maps

The historical 1890 USGS East Denver, CO 1:125,000 map was reviewed for the Project (**Figure 7**). This map depicts an unnamed road along the southern portion of the Study Area, running parallel with the proposed alignment as it proceeds east-west, and follows the same path that is now used by E 136th Ave. The scale of the historical maps creates the appearance that road overlapped with the Study Area, but that is not the case today. The 1906 Sectional Map also illustrates this road (**Figure 8**).

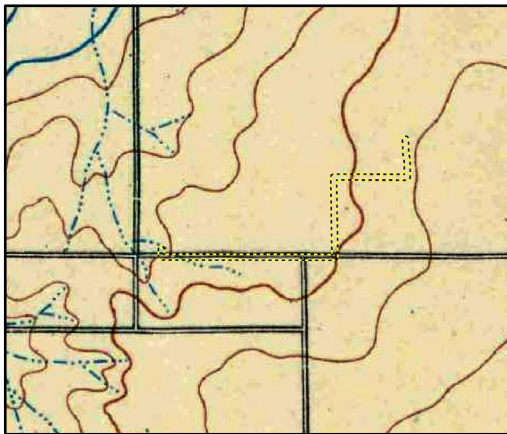


Figure 7. 1890 USGS East Denver, CO Topographic Map, 1:125,000 with the Project outlined in black and yellow.

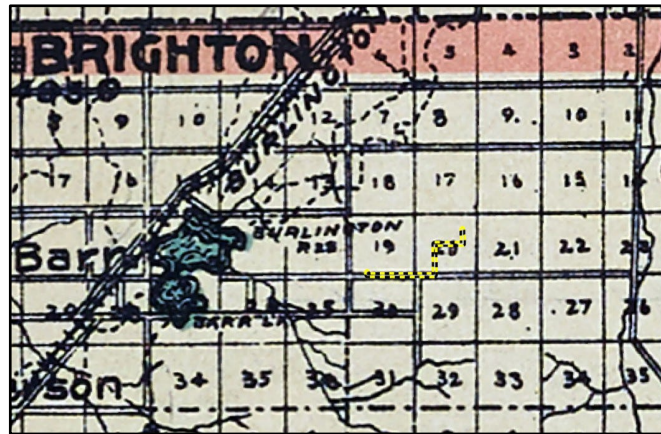


Figure 8. 1906 Sectional Map with Project outlined in black and yellow.

The historic 1942 USGS Mile High Lakes, CO 1:31,680 topographic map also depicts the road that would eventually become E 136th Ave., and it is the earliest map to depict the road passing north-south through the Study Area, which would later come to be called Harvest Rd (**Figure 9**). A variety of later maps, such as the 1957 USGS Mile High Lakes, CO 1:24,000 Topographic Map (**Figure 10**), were also reviewed, but did not reveal any additional cultural features in the Study Area.

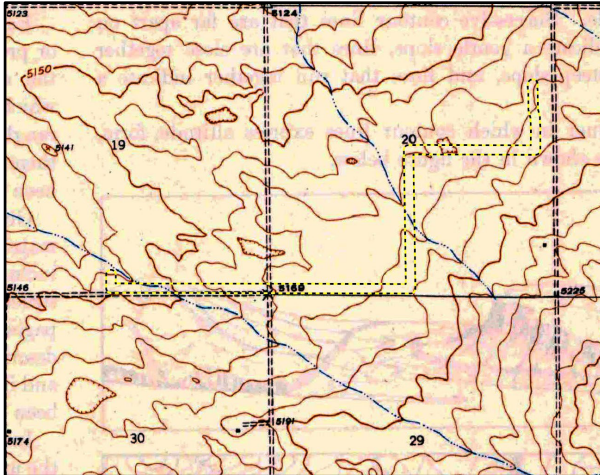
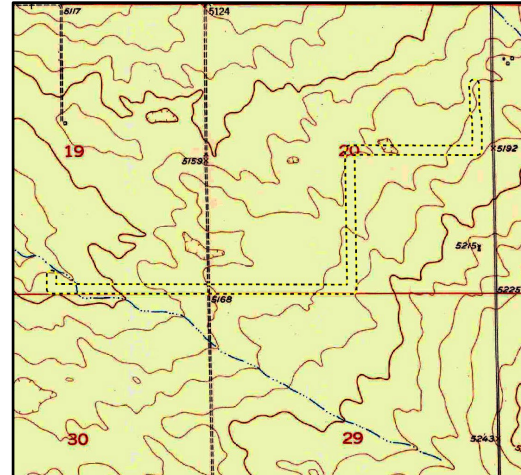


Figure 9. 1942 USGS Mile High Lakes, CO Topographic Map 1:31,680, with the Project outlined in black and yellow.



Cemeteries

No cemeteries are located within one mile of the Project (Find-a-Grave 2025; ColoradoGravestones.org 2025).

Historic Landmarks

No historical landmarks are within one mile of the Project (nps.gov 2025).

Archaeological Potential

The historical research conducted for this report indicates that one historical era resource, Harvest Road, is present within the Study Area. Historical agricultural use of the land and the presence of a historic road (E 136th Ave.) adjacent to the Study Area suggest a higher probability for historic archaeological resources. However, any existing surface historical resources have likely been destroyed or severely displaced due to decades of tilling and other agricultural activities in the Study Area.

Previous work and settlement research in the area have determined that the highest probability of precontact sites on the eastern plains of Colorado exists in areas near water resources (Gilmore et al. 1999). Precontact sites are typically found near waterways or on terraces and hilltops overlooking stream valleys or drainages. They are usually buried by alluvium or eolian sand deposits and are often exposed in agricultural fields through tilling and other activities. There is one known precontact isolated find within one mile of the Study Area. Due to the presence of Holocene sediments in the southwestern portion of the Study Area, subsurface finds are more likely to occur in that portion of the Project.

Given that most of the sediments in the Study Area are from the Pleistocene era, the Project's distance from significant waterways, and extensive disturbance from decades of agriculture, the likelihood of encountering intact precontact archaeological resources within the Study Area is low. Given the Project's proximity to historic roads and historic agricultural use in the area, the likelihood of encountering historic archaeological resources is considered low-to-moderate.

Recommendations

No previously recorded cultural resources are within the Study Area. The historical map and aerial imagery review identified the historic route for Harvest Road crossing the Study Area. The portion of Harvest Road within the Study Area has not been officially recorded for the NRHP. Only major roads that were "important to the economic development of a region" are typically recorded and evaluated for the NRHP (Horn and Norton 2021). The current design plan for the Project proposes to bore underneath Harvest Road and thus would have no direct physical impact on this resource.

Potential visual effects on NRHP-eligible historic properties, such as the Denver Hudson Canal, from the Project are expected to be minimal, given that most of the proposed

facilities will be underground (pipeline) or have a low profile and are not expected to significantly alter the current landscape once construction is completed.

Absent a cultural resource inventory of the ground-disturbance corridor for the Project, it is not possible to determine whether other significant cultural resources exist within the Study Area. Cultural inventory is generally not required for projects developed on private land with no federal nexus.

To support Adams County goals and policies, AKPC recommends following the current design plan to bore under Harvest Road to avoid potential impacts to this resource. For the remaining portions of the Project, AKPC recommends that Williams and its construction contractors follow the Inadvertent Discovery Plan (see **Appendix A**) that outlines the process and procedures to be followed should unanticipated resources be discovered during construction. Per the Inadvertent Discovery Plan, an archaeologist should be consulted for cultural remains (not human), and a paleontologist should be consulted for fossil remains discovered during ground-disturbing activities. If suspected human skeletal remains are found, the Adams County Coroner and the Sheriff should be notified immediately.

References Cited

- Adams County. 2022. Comprehensive Plan. Electronic document, [Advancing-Adams-Comp-Plan_2022.09.27_highres.pdf](#), accessed February 2, 2026.
- Ancestry.com. 2002. *1930 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed January 9, 2026.
2004. *1900 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed December 30, 2025.
2006. *1910 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed December 30, 2025.
- 2010a. *1880 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed December 30, 2025.
- 2010b. *1920 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed December 29, 2025.
2011. *U.S., City Directories, 1822-1995*. Electronic document, <https://www.ancestry.com/>, accessed December 30, 2025.
2012. *1940 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed January 9, 2026.
- 2016a. *Colorado, U.S., County Marriage Records and State Index, 1862-2006*. Electronic document, <https://www.ancestry.com/>, accessed December 31, 2025.
- 2016b. *Illinois, U.S., Federal Naturalization Records, 1856-1991*. Electronic document, <https://www.ancestry.com/>, accessed January 6, 2026.
2022. *1950 United States Federal Census*. Electronic document, <https://www.ancestry.com/>, accessed January 9, 2026.
- Anthropological Research LLC. 2021. *Indigenous Connections: Native American Ethnographic Study of Golden, Colorado and the Clear Creek Valley*. City of Golden, Golden, Colorado. Electronic document, <https://www.goldenhistory.org/wp-content/uploads/2021/09/Indigenous-Connections-Native-American-Ethnographic-Study.pdf>, accessed May 6, 2025.
- Barnes, Ian. 2015. *The Historical Atlas of Native Americans: 150 Maps Chronicle the Fascinating and Tragic Story of North America's Indigenous Peoples*. Chartwell Books, New York.
- Brengle, K.G. 1982. *Principles and Practices of Dryland Farming*. Colorado Associated University Press, Boulder.
- The Brighton Register* [Brighton, Colorado]. 1903. Klink Items. 13 November, page 8.
1904. The School Elections. 6 May, page 4.

- Bryant, Bruce, William A. Braddock, and James C. Cole. 1978. *Geology of the Denver 1° x 2° Quadrangle, Colorado*. U.S. Geological Survey Open-File Report 78-532.
- Burlington Route Historical Society (BRHS). 2026. Introducing the Chicago, Burlington and Quincy Railroad 1849-1970. Electronic document, <https://www.burlingtonroute.org/QRailroad/index.php>, accessed 10 February 2026.
- Chapman, Shannon S., G.E. Griffith, J.M. Omernik, A.B Price, J. Freeouf, and D.L. Schrupp. 2006. Ecoregions of Colorado. (color poster with map, descriptive text, summary tables, and photographs): Reston, Virginia, U.S. Geological Survey (map scale 1:1,200,000). Electronic document, [Chapman 2006 Ecoregions of Colorado \(epa.gov\)](https://www.epa.gov/chapman-2006-ecoregions-of-colorado), accessed January 30, 2026.
- Church, Minette, S.G. Baker, B.J. Clark, R.F. Carrillo, J.C. Horn, C.D. Späth, D.R. Guilfoyle, and E.S. Cassells. 2007. *Colorado History: A Context for Historical Archaeology*. Colorado Council of Professional Archaeologists.
- ColoradoGravestones.org. 2025. Colorado Gravestone Photo Project. Electronic database, <https://coloradogravestones.org/cemeteries.php>, accessed December 29, 2025.
- Colorado State University, History Department. 2025. Fort Collins Ancestors: Indigenous Peoples of Colorado. History Matters Project, Colorado State University, Fort Collins. Electronic document, <https://historymatters.colostate.edu/wp-content/uploads/sites/48/2025/04/Fort-Collins-Ancestors-Indigenous-Peoples.pdf>, accessed November 14, 2025.
- Cowell, Andrew. 2021. *Naming the World: Language and Power among the Northern Arapaho*. University of Arizona Press, Tucson.
- Dechesne, Marieke, Robert G. Reynolds, Peter E. Barkmann, and Kirk R. Johnson. 2011. *Denver Basin Geologic Maps: Bedrock Geology, Structure, and Isopach Maps of the Upper Cretaceous to Paleogene Strata between Greeley and Colorado Springs, Colorado*. Colorado Geological Survey Open-File Report 11-01. Colorado Geological Survey, Denver.
- The Denver Star* [Denver, Colorado]. 1915. In Memoriam. 20 November, page 9.
- Donaldson, James C, & MacMillan, Logan. 1980. Oil and gas: history of development and principal fields in Colorado. In *Colorado Geology*. Rocky Mountain Association of Geologists, Denver, Colorado.
- Encyclopedia Staff. 2026. "Adams County." *Colorado Encyclopedia*, [Adams County | Articles | Colorado Encyclopedia](#). Accessed January 30, 2026.
- Find a Grave. 2013. Memorial for Theodore Bringe. Electronic document, <https://www.findagrave.com/memorial/105460933/theodore-bringe>, accessed January 6, 2026.
2025. Database of cemeteries and memorials. Electronic database, <https://www.findagrave.com/cemetery>, accessed December 29, 2025.

Frederick Colorado. 2025. "What is the history of oil and gas in Frederick." Electronic resource, <https://www.frederickco.gov/445/FAQ---History-of-oil-and-gas-in-Frederic>, accessed 16 April 2025.

General Land Office (GLO). 1895. Land patent records. Electronic document [Theodore Bringe homestead patent](#), accessed December 22, 2025.

1897. Land patent records. Electronic document, [Union Pacific Railway Land Patent](#), accessed December 22, 2025.

1899. Land patent records. Electronic document, [Van Buren Moore homestead patent](#), accessed December 31, 2025.

1900. Land patent records. Electronic document, [Adaline Allen homestead patent](#), accessed December 30, 2025.

1902. Land patent records. Electronic document, [Denver Pacific Railway & Telegraph Company; Union Pacific Railroad](#), accessed January 6, 2026.

1911. Land patent records. Electronic document, [Edward Hannum homestead patent](#), accessed January 9, 2026.

Gilmore, Kevin P., M. Tate, M.L. Chenault, B. Clark, T. McBride, and M. Wood. 1999. *Colorado Prehistory: A Context for the Platte River Basin*. Colorado Council of Professional Archaeologists.

Gilmore, Kevin, Marcus Espinosa, Sean Larmore, Jonathan Hedlund, and Shayleen Ottman. 2021. *Reassessment of the Bayou Gulch Site (5DA265), Douglas County, Colorado*. 2nd ed. Report prepared for Douglas County Department of Community Development, Planning Services Division, Castle Rock, Colorado, and Colorado Department of Transportation, Denver, Colorado. Submitted to History Colorado, State Historical Fund, Denver, Colorado, SHF Grant No. 15-02-013.

Hafen, LeRoy R. n.d. *Map of Early Trails, Forts, and Battlefields of Colorado*. The Clason Map Co. Denver, CO.

Higley, Debra K. and Dave O. Cox. 2005. Chapter B. Oil and Gas Exploration and Development along the Front Range in the Denver Basin of Colorado, Nebraska, and Wyoming. Electronic document, <https://pubs.usgs.gov/pp/2005/1698/508/chapB.html>, accessed April 16, 2025.

Historical Marker Database (HMdb.org). 2025. Database of Historical Markers. Electronic database, [Colorado Historical Markers](#), accessed December 30, 2025.

History of Weld. 2023. Discover History of Weld County. Electronic document, <https://history.weld.gov/>, accessed May 1, 2025.

Horn, Jonathon C., and Holly K. Norton. 2021. *Walking the Line: Guidance for Identification, Evaluation, and Field Recordation of Historic Linear Sites in Colorado*. History Colorado and Alpine Archaeological Consultants, LLC.

Jackson, Bill. 2017. *History of Agriculture in Weld County*. Greeley Tribune, cited in *History of Weld*. Electronic document, <https://history.weld.gov/>, accessed May 1, 2025.

iNaturalist. 2025. *Places: Pawnee National Grassland: Species*. Electronic document Pawnee National Grassland · iNaturalist accessed January 30, 2026.

Mehls, Steven F. 1984. *Colorado Plains Historic Context*. Colorado Historical Society, Denver.

Mehls, Steven F. and Carol D. Mehls. 2006. *Weld County, Colorado Historic Agricultural Context*. Office of Archaeology and Historic Preservation, Colorado Historical Society, Denver, Colorado.

National Park Service (nps.gov). 2025. *National Historic Landmarks*. Electronic document, [List of NHLs by State](#), accessed December 29, 2025.

NETRonline. 1956. *Aerial imagery*. Historic Aerials Website accessed, January 31, 2026.

1965. *Aerial imagery*. Historic Aerials Website accessed, January 31, 2026.

Rand McNally and Company

1891. *Rand, McNally & Co.'s New Shippers' Railroad Map of the United States*. Rand McNally & Co. Chicago, IL. .

The Rocky Mountain News [Denver, Colorado]. 1890a. *Rather Fooled Him*. 20 August, page 6.

1890b. *Must Come to Trial; Judge Allen Refuses to Interfere in the Tangle Between Moore and Bach*. 7 September, page 8.

1890c. *Bad Bargain*. 29 November, page 9.

1896a. *Afraid to Go Home*. 17 April, page 8.

1896b. *Burial at Brighton*. 18 April, page 7.

1898. *Burial Permits*. 19 November, page 3.

1901. *Shy on Salary*. 18 April, page 6.

1911a. *5 Motherless Negro Babies Found in Squalid Hut*. 7 November, page 14.

1911b. *Family is Not Starving*. 11 November, page 7.

Schaffer, Laureen Lafferty

2011 *Humphries Poli Architects: Sunrise Neighborhood Historical & Architectural Context Report (SHF Grant #2011-M1-019)*. Prepared for the City of Greeley, Colorado.

Scott, G. R., & Shwayder, C. R. n.d *Historic Trail Map of the Greeley 1° x 2° Quadrangle, Colorado and Wyoming-Pamphlet*. US Geological Survey Miscellaneous Investigations Series Map I-2326, Washington, DC.

Southern Ute Indian Tribe. 2025. Ute History. Southern Ute Indian Tribe, Ignacio, Colorado. Electronic document, <https://www.southernute-nsn.govacc/history/>, accessed November 25, 2025.

Turner, Dennis N. 2022. *The Burlington Route*. Denver's Railroads. Electronic document, [Denver's Railroads, the Burlington Route](#), accessed 10 February 2026.

Weimer, Monica. n.d. Colorado encyclopedia. Overland Trail. <https://coloradoencyclopedia.org/article/overland-trail>, accessed May 13, 2024.

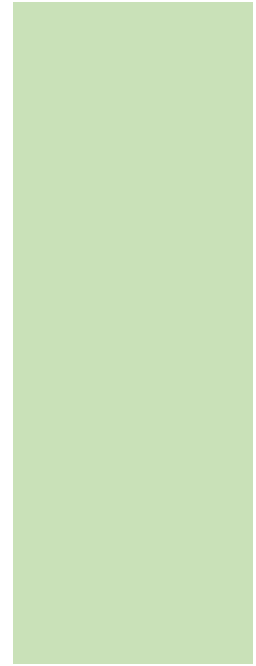
Western Regional Climate Center. 2016. *Climate of Colorado*. Electronic Document, https://wrcc.dri.edu/Climate/narrative_co.php, accessed January 29, 2026.

Whitacre, C. and S. Pearce. 1988. Site form for 5AM.517, Denver Hudson Canal. Colorado Department of Highways (CDOH) and Front Range Research Associates. Report on file at the Colorado Office of Archaeology and Historic Preservation.

Williams, Felicie and Halka Chronic. 2014. *Roadside Geology of Colorado*, 3rd Edition. Mountain Press Publishing Company, Missoula, Montana.

Appendix A:

Project Inadvertent Discovery Plan



Appendix A- Inadvertent Discovery Plan for the Conner Wakeman Gas Pipeline Project

Adams County, Colorado



Prepared For:
Olsson
1525 Raleigh Street, Suite 400
Denver, Colorado 80204

Williams Strategic Sourcing Company, LLC

Appendix A-Inadvertent Discovery Plan for the Conner Wakeman Gas Pipeline Project

Adams County, Colorado

AK PIONEER CONSULTING, LLC

8777 E Summit Rd
Parker, CO 80138

TYPE OF WORK

Inadvertent Discovery Plan

PRINCIPAL INVESTIGATOR

Kimberly Bailey

AUTHOR(S)

Kimberly Bailey

DATE

February 11, 2026

Table of Contents

Introduction	1
Discovery of Human Remains.....	1
Discovery of Cultural Resources	3
Discovery of Paleontological Resources	4
Closing.....	4

List of Figures

Figure 1. Project Location.	1
----------------------------------	---

List of Tables

Table 1. Points of Contact if Human Remains are Discovered.	3
Table 2. Points of Contact if Cultural Resources are Discovered.	4
Table 3. Points of Contact if Paleontological Resources are Discovered.....	4

Introduction

Williams Strategic Sourcing Company, LLC (Williams) is planning to construct the Conner-Wakeman Gas Pipeline Project (Project), a new approximate 2.27-mile, 8-inch gas pipeline near the town of Lochbuie on private property in Adams County, Colorado (**Figure 1**). Olsson, Williams' contractor assisting with the environmental and permitting considerations for the Project, contracted AK Pioneer Consulting, LLC (AKPC) to develop this Human Remains, Cultural Resources, and Paleontological Resources Inadvertent Discovery Plan (Plan) to be followed if cultural resources, including human remains, are discovered during any ground-disturbing activities for the Project. Williams will take the following steps if inadvertent cultural resources, especially human remains or suspected human remains, are discovered during construction of the Project.

This Plan provides important information concerning the process for Williams and its construction contractors to follow if human remains, pre-contact or historic artifacts or features, and/or fossils are encountered during ground-disturbing activities once construction commences. This Plan supports Colorado Revised Statutes (CRS) 24-80-401 through 411 (Part 4 – Historical, Prehistorical, and Archaeological Resources) and Adams County's goals and policies to "conserve, support, and celebrate historic resources" in the county and to "support inclusion of historically marginalized communities in the recognition and preservation of Adams County's historic and cultural resources" (Adams County, Comprehensive Plan 2022, Chapter 3, Policy CH 3.1, Strategy 3.1.04).

The proposed gas pipeline route is within Sections 19 and 20 in Township (T) 1 South (S), Range (R) 65 West (W). The Project is approximately four miles southeast of the town of Lochbuie. Williams plans to utilize acquired right-of-way (ROW), easements, and access permits to install the Project. Existing access roads will be used to the extent practical during construction and

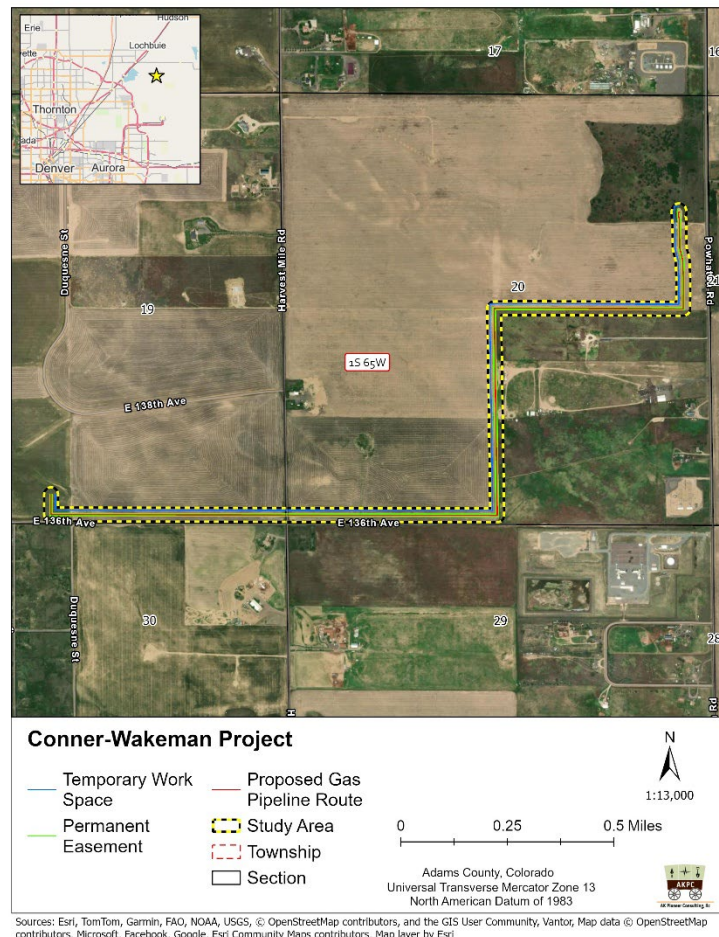


Figure 1. Project Location.

maintenance activities. The area of potential effects (APE) for cultural resources is generally a 150-foot-wide construction right-of-way (ROW) corridor, approximately 41.8 acres, along the pipeline route.

Discovery of Human Remains

Williams, its contractors, and subcontractors for the Project will follow all relevant state laws and treatment recommendations if human remains or related cultural items (funerary objects, sacred objects, or objects of cultural patrimony) are discovered during Project activities. CRS 24-80-1302 and 24-80-1304 and the Process for Consultation, Transfer, and Reburial of Culturally Unidentifiable Native American Human Remains and Associated Funerary Objects Originating from Inadvertent Discoveries on Colorado State and Private Lands (The Process) (available at [Microsoft Word - NAGPRA Grant Protocol--FINAL.doc \(historycolorado.org\)](#)) outline the following procedures:

- 1) If suspected human remains are discovered, all ground-disturbing activities in the vicinity of the discovery will immediately stop. The location will be secured and clearly marked by flags, tape, or temporary fencing, and access will be restricted. No skeletal remains or associated artifacts or objects will be removed or disturbed.
- 2) Any person who discovers suspected human skeletal remains on any land will immediately notify the Coroner and/or medical examiner and the Sheriff of Adams County.
- 3) The Adams County Coroner will conduct an on-site inquiry within 48 hours of notification to attempt to determine whether such skeletal remains are human remains and to determine their forensic value. If the Coroner is unable to make such determinations, the Sheriff or the Coroner will request a forensic anthropologist from the Colorado Bureau of Investigation to assist in making such determinations.
- 4) If it is confirmed that the remains are human but of no forensic value, the Coroner will notify the State Archaeologist of the discovery. The State Archaeologist will recommend security measures for the site and require the human remains to be examined by a qualified professional archaeologist to determine whether the remains are more than 100 years old and to evaluate the integrity of their archaeological context. Complete documentation of the archaeological context of the human remains will be accomplished in a timely manner by a qualified professional archaeologist. Further steps to be followed by the Colorado State Archaeologist are outlined in The Process.
- 5) If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for avoidance or removal can be determined, as outlined in The Process. The Colorado State Archaeologist will notify the Secretary of the Colorado Commission of Indian Affairs (CCIA), who will in turn notify interested Tribes. Unless the landowner (if the remains are identified on private lands), Colorado State Archaeologist, and the Chairman of the CCIA agree to leave the remains in situ, disinterment of human remains and any associated funerary objects shall follow the procedures outlined in The Process.

- 6) If human remains are determined to be non-Native American and unclaimed, the remains will be delivered to the Adams County Coroner or medical examiner for transfer to the Colorado State Anatomical Board.
- 7) Work in the area of the discovery may proceed only when the Colorado State Archaeologist has issued approval.

Table 1 provides the points of contact if human remains are discovered.

Table 1. Points of Contact if Human Remains are Discovered.

Contact Agency	Address	Phone Number	Email/Web Page
Adams County Coroner	4430 South Adams County Parkway, Brighton, CO 80601	303-659-1027	https://adcogov.org/coroner
Adams County Sheriff	4430 South Adams County Parkway, Brighton, CO 80601	303-654-1850	https://adamssheriff.org/
Holly Norton, State Archaeologist, Deputy State Historic Preservation Officer (SHPO)	1200 Broadway Denver, CO 80302	303-866-2736	holly.norton@denver.co.us
Kathryn Redhorse, CCIA Executive Director	130 State Capitol Denver, CO 80203	None listed	kathryn.redhorse@state.co.us

Discovery of Cultural Resources

There is potential for cultural resources to be discovered during ground-disturbing activities. These cultural resources may be pre-contact or historic artifacts or features. Artifacts that may be encountered include stone tools, ceramic vessels (possibly fragments), bottles, household items, etc. Features may also be encountered. Some examples of features are rock-lined hearths and foundation remnants. Williams, its contractors, and subcontractors will enact the following procedures in the event cultural resources are discovered:

- If cultural resources are encountered, ground-disturbing activities in the vicinity of the discovery will stop, and a Colorado-permitted archaeologist (**Table 2**) will be contacted to determine if the archaeological discovery is over 45 years of age and to distinguish discoveries of significant archaeological and cultural resource sites from those that are neither.
- If possible, a 30-meter (100-foot) buffer will be created around the discovery, and access will be restricted through the installation of temporary fencing or similar.
- If the discovery is determined to have potential National Register of Historic Places (NRHP) significance or to be of importance to interested Tribes, Williams will notify the Colorado Office of Archaeology and Historic Preservation (OAHP) and work will not resume until the OAHP has reviewed the discovery and an avoidance or treatment plan is developed and implemented.
- If the discovery is not considered significant, then construction may resume. Documentation of the discovery will be made for the Project record and will be filed with the OAHP.

Table 2. Point of Contact if Cultural Resources are Discovered.

Company/Agency	Contact	Address	Phone Number/Email
Colorado Office of Archaeology and Historic Preservation	Office of the State Archaeologist – for a list of permitted archaeologists	1200 Broadway, Denver, CO 80302	303-866-3392/ hc_oahp@state.co.us, Directory of Cultural Resource Professionals and Historic Preservation (historycolorado.org)

Discovery of Paleontological Resources

Fossil remains may be encountered during ground-disturbing activities. Both fossilized animal and plant material are examples of potential discoveries. Williams, its contractors, and subcontractors will enact the following procedures in the event fossils are encountered:

- If paleontological resources are encountered, ground-disturbing activities will stop in the vicinity of the discovery, and a permitted paleontologist will be contacted to record the discovery (**Table 3**).
- If possible, a 30-meter (100-foot) buffer will be created around the discovery, and access will be restricted through the installation of temporary fencing or similar.
- Work may resume once the paleontologist has reviewed the fossil encounter and recorded and completed all work required.

Table 3. Point of Contact if Paleontological Resources are Discovered.

Contact	Company/Agency	Address	Phone Number
Office of the State Archaeologist – for a list of permitted paleontologists	Colorado Office of Archaeology and Historic Preservation	1200 Broadway, Denver, CO 80302	303-866-3392/ hc_oahp@state.co.us, Directory of Cultural Resource Professionals and Historic Preservation (historycolorado.org)

Closing

This Plan provides important information concerning the process Williams, its contractors, and subcontractors will follow if human remains, pre-contact or historic artifacts or features, and/or fossils are encountered during ground-disturbing activities once construction commences. This Plan supports CRS 24-80-401-411 (Part 4 – Historical, Prehistorical, and Archaeological Resources) and Adams County’s goals and policies to “conserve, support, and celebrate historic resources” in the county and to “support inclusion of historically marginalized communities in the recognition and preservation of Adams County’s historic and cultural resources” (Adams County, Comprehensive Plan 2022, Chapter 3, Policy CH 3.1, Strategy 3.1.04) and The Process.

Exhibit K
DERA Communication

Thursday, February 12, 2026 at 8:21:27 AM Mountain Standard Time

Subject: Conner-Wakeman Pipeline Project PRE2025-00088 - Emergency response plan & alignments
Date: Thursday, February 12, 2026 at 8:03:45 AM Mountain Standard Time
From: Janice Kinnin
To: Michael Bean, Ronald Sigman, Kyle Lopez
Attachments: Rocky Mountain Midstream Conner-Wakeman - Oil Pipeline Alignment - Adams County.pdf, Rocky Mountain Midstream Conner-Wakeman - Gas Pipeline Alignment - Adams County.pdf, Rocky Mountain Midstream - Pipelines and Gathering Systems.pdf

Good morning,

On behalf of Rocky Mountain Midstream, please find attached a copy of their emergency response plan and alignments for review of their proposed Conner-Wakeman pipeline project. The proposed pipeline project consists of (1) up to 12-inch natural gas pipeline and (1) up to 8-inch crude oil pipeline. This project will be on various parcels at the Powhaton Rd. and E136h Ave. area in Adams County.

This project has also been submitted to the Bennett-Watkins Fire District for their review.

Your review of the attached and your response with any comments, questions, or no concerns / no comments, would be greatly appreciated per the DERA submittal requirement for Adams County PRE2025-00088.

Thanks, and regards,

*Janice Kinnin, Permit Supervisor
CR Land Services, LLC for
Rocky Mountain Midstream, LLC
C: 303-260-8846*

Exhibit L
Bennett-Watkins FD
Fire Service Development Application



Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401
355 4th Street, Bennett, CO 80102

"Striving to Preserve Life and Property"



Fire Service Development Application

Applicant Information		
Primary Contact:		Application Date:
Current Address:		
City:	Zip:	County:
Phone:	Fax:	Email:

Project Information		
<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family → # of Units _____ <input type="checkbox"/> Pole Barn / Accessory Structure <input type="checkbox"/> Temporary Structure (Tent) <input type="checkbox"/> Other _____	<input type="checkbox"/> Oil & Gas / Solar <input type="checkbox"/> Site Development <input type="checkbox"/> Commercial/Retail <input type="checkbox"/> Industrial/Warehouse <input type="checkbox"/> Tenant Finish <input type="checkbox"/> Fire Alarm System	
Project Address:		
City:	Zip:	County:
Description of Project:		
Occupancy Class:	Construction Type:	Total Square Footage:
Project Start Date:	Project End Date:	Building Permit #:
Estimated Total Cost of Project / Project Valuation: \$		

Contractor/Builder Information (if applicable)		
Contact Person:		Company Name:
Company Address:		
Phone:	Fax:	Email:

Are there any subcontractors and/or other outside companies or individuals being utilized for this project? If YES, please include a list of all business/individual names and contact information including, phone, fax, and email, as well as a description of each company/person's scope of services and responsibilities relating to the above project (i.e. Sprinkler Installer, Fire Protection Engineer, etc).

Submittals

Submittals shall include a completed Fire Service Development Application, applicable plan review, development, and/or permitting fees, and all applicable documents, including but not limited to; engineered drawings, plat plans, site plans, technical data, etc. Submittals shall be included as part of this application.

**All submittals should be sent in an electronic/computer-based PDF format to:
Submittals@BennettFireRescue.org**

Fees and Codes

In accordance with Resolution No. 2016-5 the District has adopted and shall enforce where applicable the 2012 International Fire Code and other related Codes and Standards contained therein (i.e. National Fire Protection Association (NFPA), Underwriters Laboratories (UL), Etc.). The District also has the authority to enforce other such Codes and Standards as may be adopted or recognized by other Authorities Having Jurisdiction (AHJ) including local, state, national and governmental agencies. This may include, but shall not be limited to, Building Code, Mechanical Code, and Electrical Code.

Fees	
Plan Review / Inspection Fee	\$
Permit Fee	\$
Re-Inspection Fee	\$
Impact/Development Fee	\$
Total	\$

**Fees may be submitted as cash or check payable to:
[Bennett Fire Protection District](#)**

All fees are due at the time of application submission, with the exception of Impact/Development fees for projects within the Town of Bennett municipal limits. Permits will not be issued and plan reviews will not be completed until a full submission, including the appropriate fee payment, is received for processing. Failure to correctly pay for the required fees will result in rejection of the application. Fee Schedules are available for review at the District Office or on our website at www.bennettfirerescue.org.

I hereby state that the above information is correct. I recognize that the approval of plans and specifications does not permit the violation of the building codes, fire codes, town/county ordinances, or state law. I consent to provide entry to inspectors during reasonable hours and to request inspections as needed. I consent to pay the Fire District plan review fees and permit fees pursuant to Section 32-1-1001(1)(j), C.R.S., and any reinspection fees that may be required.

Signature: 	
Printed Name:	Date:



Fire District Use Only:



Project Name:

Date Received:

Received by:

Reviewed / Date:

- Approved Without Conditions
- Approved With Conditions as Noted
- Rejected / Denied (Re-submittal Required)

Fees Required: \$

Fees Received: \$

Date Received:

Form of Payment:

- Cash / Check # _____
- Online Pay Portal

- Delivered to office in person
- Delivered by mail

Submitted online through email



Exhibit M
Development Agreement - Draft

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day _____, 2026, between **Rocky Mountain Midstream LLC**, a Texas limited liability company, qualified to do business in Colorado (“Developer”), whose address is 13781 Pacific Circle Mead, CO 80504, and the Board of County Commissioners of the **County of Adams**, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer desires to construct approximately 5500 feet of up to 8 inch-nominal outside diameter steel crude oil pipeline and associated appurtenances for the transportation of fuels in Adams County, Colorado, as shown in the alignment sheets in **Exhibit A** (“Project”); and

WHEREAS, on or about February 13, 2026, Developer submitted an application for a Conditional Use Permit (CUP) to the County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations (“Regulations”), as may be amended, which application is further described as part of Case No. PRE2025-00088; and

WHEREAS, the Project is more particularly described in Developer’s CUP application; and

WHEREAS, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado for the Project; and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted April 2022 (“County Transportation Plan”); and

WHEREAS, Developer has reviewed the County Transportation Plan and planned and designed the Project so it will not prohibit future development, and so that it will not add cost to the County’s future infrastructure plans to support development.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

I. DEVELOPER’S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and prior to commencing construction for the Project within the County, Developer shall:
 - a. Provide the County’s Director of Community and Economic Development with a summary of the permits necessary from all applicable jurisdictions for the construction and installation of the Project; the summary shall include the permit

- name, permit number (if applicable), date of application for permit, permit status (if not approved and the anticipated timing of such approval), and date of approval (if required for the subject permit).
- b. Apply for the applicable construction permits for the Project.
 - c. Prepare a Storm Water Management Plan (“SWMP”). Storm Water Best Management Practices (“BMPs”) will be implemented for the construction phase to capture and treat onsite Storm Water runoff in accordance with the requirements of the SWMP for the Project.
 - d. Secure applicable local, state, and federal permits for the Project and submit copies of these permits to the County if so requested.
 - e. Secure Adams County Right-of-Way permits (if applicable) prior to constructing crossings for the Project.
 - f. Record all executed pipeline and surface site easements and submit evidence of the requisite land rights necessary for Project construction in unincorporated Adams County to the County’s Director of Community and Economic Development.
 - g. Submit engineering plans for an approximately 30-foot-wide permanent easement plus up to an additional 40-foot-wide temporary easement for a total construction corridor of up to 70 feet in width to be designed and constructed in accordance with Chapter 7 of the Regulations, as may be amended.
 - h. Submit evidence (*e.g.*, permit number) of approved Colorado Department of Transportation (“CDOT”) Utility Permit for the crossing of Interstate 70 to the County.
 - i. Confirm existing flowlines, as defined by ECMC, running to oil and gas wells as follows: All associated equipment, facilities (including, but not limited to, oil and gas wells), pipelines, gathering lines, and flowlines (collectively, “Oil and Gas Infrastructure”) shall be shown on the “as-built” drawings for those located within Developer’s easement area. Additionally, Developer shall deliver to the County a copy of Developer’s pre-construction locate report, which will identify the location of any underground Oil and Gas Infrastructure within Developer’s easement area discovered by Developer during its pre-construction development and inspection work. If flowlines within Developer’s easement area are abandoned in place, those shall be shown or denoted on the final “as-built” drawings. The status of wells and flowlines shall be confirmed through reports from the Colorado Energy and Carbon Management Commission (“ECMC”). Any reportable spills or releases from Oil and Gas Infrastructure encountered during the installation or construction of the pipeline shall be reported to the ECMC in accordance with that agency’s reporting requirements.
2. Construction Activities. During construction, Developer shall:
- a. Construct the Project in accordance with the CUP.
 - b. Manage Stormwater in accordance with a SWMP prepared under the applicable provisions of the Colorado Department of Public Health and Environment (“CDPHE”) Colorado Discharge Permitting System (“CDPS”) Permit and Adams County’s Grading Erosion and Sediment Control standards. BMPs will be

- implemented for the construction phase to capture and, if necessary, treat onsite Storm Water runoff in accordance with the applicable requirements of the SWMP.
- c. Operate at the Project site only from 7:00 AM to 7:00 PM, Monday through Saturday. Construction may occur outside the hours of 7:00 AM to 7:00 PM timeframe on an as-required basis, including, but not limited to, during inclement weather, during hydrostatic testing, horizontal directional drilling (“HDD”), during other events or operations that require uninterrupted processes, and emergency situations that would cause Developer to be out of compliance with any applicable local, state, or federal permit. The County’s Director of Community and Economic Development may extend the hours and days of operation if Developer first makes a request in writing and demonstrates sufficient need.
 - d. Comply with applicable guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within the County. Comply with applicable provisions of the State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. §§ 24-80- 401 to 410) on all identified state lands within the County. All best management practices and avoidance measures applicable within the approved CUP on lands that are state and federally regulated by the above-listed laws will be enforced.
 - e. Comply with the terms of the applicable provisions of the Project’s Air Pollution Emissions Notice (“APEN”) issued by CDPHE, if an APEN is required.
 - f. Comply with C.R.S. § 42-4-1407, covering loads for all hauling/construction trucks.
 - g. If at any time roadways adjacent to the Project become dangerous or not passable due to debris or mud caused by Project activities, Developer will promptly clear the roadway of any and all debris or mud caused by the Project activities. If Developer fails to clean and remove debris from such roadways in a timely manner, Adams County Public Works Department has the option to perform the required clean up and bill the cleanup charges directly to Developer.
 - h. Be responsible for repairing County infrastructure that is damaged as a result of the construction from the Project. Repairs shall occur as soon as reasonably possible, but no later than six (6) months following construction completion, unless extenuating circumstances prevent repair within the period of time. Developer may submit evidence of the condition of the County’s infrastructure at the start and the completion of construction to demonstrate the pre-construction and post-construction condition of the infrastructure.
 - i. Remove and dispose of fluid spills caused by the Project if applicable, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.
 - j. Communicate complaints Developer receives concerning material off-site impacts and Developer’s response to and/or actions taken to address or resolve those complaints to the County’s Community and Economic Development Department. Developer will comply with all applicable noise and nuisance laws and regulations. Developer’s failure to cure or address any ongoing or repeated violations of sound ordinances or other public disturbance laws or regulations after receiving notice thereof may lead to the County seeking a Show Cause Hearing before the Board of County Commissioners where the CUP Permit may be revoked.

- k. Ensure that construction vehicles have a backup alarm that complies with Occupational Safety and Health Administration requirements, 29 CFR § 1926.601(b)(4) and § 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
 - l. Notify the County prior to commencing snow removal operations within the County's rights-of-way. Developer shall be responsible for damages to rights-of-way caused by these activities and shall repair damages at its expense within 60 days of receiving notice from the County.
 - m. Screen storage or staging areas from adjacent residential properties within 100 feet.
 - n. Comply with all applicable local, state, and federal requirements during the course of the Project.
 - o. Implement the following BMPs outlined in the Biological Resources Assessment:
 - i. Horizontal directional drilling shall be used to avoid impacts to wetlands and waterbodies to the extent reasonably practicable and in accordance with applicable U.S. Army Corps of Engineers requirements.
 - ii. Raptor and migratory bird surveys should be conducted by a qualified biologist prior to disturbance if work will occur within breeding season.
 - iii. If initial land disturbance is anticipated from March 15th to September 30th, a survey for potential burrowing owl habitat will be conducted. If potential habitat is found, surveys will be conducted in accordance with the Colorado Parks and Wildlife (CPW) protocols prior to the start of construction.
 - iv. If construction is planned to occur between April 1st to July 31st, field reconnaissance of potential mountain plover habitat should be conducted prior to disturbance.
 - v. In areas of trenching, a means of egress shall be provided for any wildlife that may enter the trench. Trenches should be checked for wildlife daily and if a species listed as federal-or state-threatened or endangered is found or suspected, work should stop until consultation is completed with the applicable federal and/or state agency.
 - p. Include these BMPs in a compliance summary letter to be submitted to the County's Director of Community and Economic Development.
 - q. Implement the following Adams County water well mitigation measures:
 - If trench dewatering is necessary, the water will be pumped and discharged to alluvial/colluvial sediments close to the stream channel.
 - If discharge of groundwater is necessary during construction, Developer agrees to obtain a discharge permit from CDPHE, Water Quality Control Division.
 - r. Perform a coating inspection prior to placing the pipeline into service, repair any identified coating defects, and document the results in a compliance summary letter submitted to the County's Director of Community and Economic Development.
3. Design Requirements.
- a. The Project will be designed to meet or exceed the minimum safety standards contained the ECOMC 1100 Series Rules, as applicable, and national engineering

design codes for pipelines set forth by the American Society of Mechanical Engineers.

- b. Pipeline burial depths will meet or exceed federal, state, and applicable engineering standards. The pipelines will be buried with a minimum of 48-inches of cover where practical, with deviations permitted where engineering constraints or site conditions justify a lesser amount of cover.
- c. Ensure the pipeline that is crossing County road crossings be as near as possible to right angles. This effective placement of the pipeline complies with required structure setbacks per the 2022 Transportation Plan.

4. Operational Requirements.

- a. The Project will be operated in a way to meet or exceed the safety standards contained in the Colorado ECMC 1100 Series Rules.
- b. The Project will be operated in accordance with all applicable local, state, and federal codes, laws, and regulations, including, but not limited to, those of CDPHE.
- c. The Project will utilize an integrity management program that meets or exceeds the ECMC 1100 Series Rules.

5. Post-Construction and Maintenance Requirements.

- a. Developer agrees to restore disturbed County-owned lands in compliance with the requirements of applicable easement agreements, permits, licenses or other agreements. Notwithstanding the above, if seeding is not feasible given the time of year, Developer agrees to seed as soon as possible. In the event that reseedling is unsuccessful in the first growing season, Developer agrees to comply with the terms of the applicable easement agreements, permits, licenses or other agreements during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- b. Developer agrees to restore disturbed private property in accordance with the applicable easement agreements.
- c. Developer agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project, so long as such encroachment requests do not affect Developer's ability to safely operate, construct, maintain, and repair its pipeline.
- d. Developer agrees that if the functionality of existing drainage facilities is disrupted or damaged as a result of Developer's activities, Developer will restore such facilities to their prior functionality.
- e. Developer agrees to submit "as-built" construction drawings to the Adams County Community and Economic Development Department and Public Works Department within 120 days of construction completion, or as soon thereafter as is reasonably practicable thereafter if Developer encounters delays, in accordance with the procedures established by the County, including, without limitation, as set forth in Section I(1)(i) above. The Developer further agrees that, with the submission of construction drawings, it shall also submit "as-built" GIS pipeline data in electronic form and in a format reasonably acceptable to the Adams County Community and

- Economic Development Department and Public Works Department, to be used solely for internal Adams County mapping systems.
- f. Developer agrees to submit emergency contact information, emergency response plans, and “as-built” construction drawings of the Project, including associated pipeline components, to the local fire districts encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the pipeline. Developer shall comply with other requests for information from the Adams County Office of Emergency Management in accordance with local, state, and federal law.
- g. Maintenance of the Project will follow guidelines set forth in Developer’s operations and maintenance procedures, which meet or exceed regulatory requirements. Maintenance activities associated with the pipeline and permanent easement include the following:
- i. Implement a damage prevention program, including observation of any construction activities by others on or near the permanent easement;
 - ii. Utilize a Supervisory Control and Data Acquisition (SCADA) system with redundant infrastructure to monitor and manage pipeline operations in real time;
 - iii. Participate in the State of Colorado’s one-call program and responding to one-calls;
 - iv. Install and maintain pipeline markers;
 - v. Install and maintain cathodic protection system on the pipeline in accordance with U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (“PHMSA”) regulations (49 CFR Part 195);
 - vi. Operate and maintain a cathodic protection monitoring system;
 - vii. Inspect isolation valves;
 - viii. Inspect crossings by other pipelines, highways, railroads, and utilities;
 - ix. Maintain pressure-based, logic-driven pump shutdowns;
 - x. Inspect and maintain safety, control, mechanical, and electrical equipment;
 - xi. Maintain communication equipment;
 - xii. Conduct, at a minimum, a five-year pipeline integrity testing (*i.e.*, “pigging” the pipeline), not to exceed 68 months, as required, in accordance with PHMSA regulations and Colorado Public Utilities Commission (“PUC”) regulations; and
 - xiii. Submit a summary letter of compliance to the County’s Director of Community and Economic Development confirming compliance with the as-required maintenance obligations set forth in Section I(5)(g)(i)–(xii) above each time the Developer completes the pipeline integrity testing contemplated in Section I(5)(g)(xii) above.
 - xiv. The Developer shall promptly provide the County’s Director of Community and Economic Development with copies of all pertinent Adams County–related state and federal regulatory agency accident reports immediately after filing such reports with the applicable agencies. The Developer shall also provide the County’s Director of Community and Economic Development

with copies of any other pertinent Adams County–related PUC safety-related condition reports upon the County’s written request.

6. Development Impact Fees. There are no development impact fees associated with this Project.
7. Guarantee of Compliance. Developer hereby agrees that, should it fail to comply with the terms of this Agreement through no fault of Adams County, the County may seek to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided a reasonable time based on the circumstances following written notice thereof to cure any default in accordance with the terms set forth herein. Developer further acknowledges and agrees that failing to comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing before the Board of County Commissioners where the CUP Permit may be revoked.
8. Successors and Assigns. The rights granted herein may be assigned in whole or in part, and notice of any assignment shall be provided to the other party in accordance with Section III(2) of this Agreement. The terms, conditions, and provisions of this Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of Developer and of the County and shall be deemed a covenant running with the real property described in Exhibit A attached hereto.

II. COUNTY’S OBLIGATIONS:

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third-Party Beneficiaries. This Agreement is intended to describe and determine such rights and responsibilities only as between the Parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.
2. Notices. Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email with confirmed delivery, addressed as follows:

To Developer:
Rocky Mountain Midstream LLC
c/o The Williams Companies, Inc.
Attn: Joe Kidwell
One Williams Center
Tulsa, OK 74103

To Adams County:
Director, Adams County Community and Economic Development
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601

With a copy to:
Adams County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B
Brighton, CO 80601

Or to such other address that a party may hereafter from time to time designate by written notice to the other party in accordance with this Section III(2). Notice shall be effective upon receipt.

3. Amendments. Should any changes to the CUP be proposed by Developer before, during or after completion of the Project, Developer shall submit the details of those changes to the County's Community and Economic Development for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may only be modified amended, changed, or terminated in whole or in part by a separate agreement in writing duly authorized and executed by the Parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

4. Controlling Law. This Agreement and its application shall be construed in an accordance with the laws of the State of Colorado without regard to its principles of conflicts of law. In the event of a legal dispute between the parties, the parties agree that the Colorado State District Court for the Seventeenth Judicial District shall have exclusive jurisdiction to resolve said dispute.
5. Default. If either party is in default under this Agreement, the non-defaulting party shall provide written notice to said defaulting party at the address provided in Section III(2) immediately above. The defaulting party shall have a reasonable time under the circumstances, but not less than 30 days, to cure the default, unless an extension is

granted in writing by the non-defaulting party for good cause. The non-defaulting party may seek all remedies available pursuant to the Agreement and under the law.

6. Costs and Fees. In the event of any litigation arising out of this Agreement, the parties agree that each party will pay its own costs and fees.
7. No Automatic Further Approvals. Execution of this Agreement by the County shall not be construed as a representation or warranty that Developer is entitled to any other approvals required from the County, if any, before Developer is entitled to commence development of the Project.

*[Signature page(s) and Exhibit A follow.
The remainder of this page intentionally left blank.]*

DEVELOPER

Rocky Mountain Midstream LLC
a Texas limited liability company

By: _____
Name
Title

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ for Rocky Mountain Midstream LLC.

Witness my hand and official seal.

Notary Public
State of Colorado

APPROVED BY resolution at the meeting of _____, 2026.

ATTEST:

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

Clerk of the Board

Chair

Approved as to form:

Adams County Attorney's Office

EXHIBIT A

Alignment Sheets for the Project
(Through Unincorporated Adams County)