



AGENDA

Planning Commission Regular Meeting

Tuesday, June 23, 2020, 6:00 pm

Evans Community Complex, City Council Chambers, 1100 37th Street

REGULAR MEETING

1. **CALL TO ORDER:**

2. **ROLL CALL:**

Chairman: Billy Castillo
Vice-Chairman:
Commissioners: Lyle Achziger
Dan Usery

3. **APPROVAL OF THE AGENDA:**

****Motion/Vote:**

4. **APPROVAL OF THE MINUTES:**

06/04/2020 ****Motion/Vote:**

5. **PUBLIC HEARING:**

5.A MountainTRAX Change of Zone

Tamara Such, Hunter Hoshiko, and Trevin Hogg for Applicant
Anne Best Johnson for City of Evans

6. **OTHER ITEMS:**

6.A Staff Report

07.28.2020 Agenda:

1. Planning Commission Appointment Process
2. 5-7 pm: Work Session – Planning Commission/Master Plan Steering Committee
3. 7 pm: Regular Meeting -- ****Note: Different Time**
 - a. Arrowhead Change of Zone and Special Use Permit
 - b. Minor Replat Code

7. **ADJOURNMENT:**

****Motion/Vote:**



AGENDA

Planning Commission Special Meeting

Thursday, June 4, 2020, 6:00 pm

This meeting will be held via Zoom due to COVID-19 safety precautions

Directions to join the meeting:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/82305753497>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656
or +1 301 715 8592

Webinar ID: 823 0575 3497

International numbers available: <https://us02web.zoom.us/j/kd6gHQs8wD>

REGULAR MEETING

1. **CALL TO ORDER: 06:02 pm**

2. **ROLL CALL: 06:02 pm**

Chairman: Deborah Linn – present
Vice-Chairman: Billy Castillo – present
Commissioners: Lyle Achziger – present
Steve Bernardo – not present
Dan Usery – present

3. **APPROVAL OF THE AGENDA: 06:02 pm**

****Motion/Vote: Motion/Second. Passes unanimously.**

4. **APPROVAL OF THE MINUTES: 06:04 pm**

****Motion/Vote (01/28/2020): Motion/Second. Passes unanimously.**

****Motion/Vote (05/26/2020): Motion/Second. Passes unanimously.**

5. **LAND USE HEARINGS:**

A. 19-USR-03: Quality Lube Special Use Permit

Kelsey Bruxvoort, AGPRO

Tim Naylor, AGPRO

Trey Beard, Owner

06:06 pm

Anne Best Johnson for City:

Goes through City PPT presentation re: Quality Lube. Describes project, location, type of land use case and current zoning. Current application is an expansion of existing business. Stormwater improvements will be included. Drought tolerant plants will be planted in a bio-swale at the southwest corner of the lot. Water consumption has been approved.

Reviews SUP process and standards and how they apply to this property. Surrounding property owners were noticed in December of the application via mail, and in May of the public hearing via publication, posting on the property, and certified mail. All notice requirements in the Code were satisfied.

Reviews criteria for approval in Municipal Code. All Public Works departments as well as Fire Department were involved in approval process.

City Council meeting when this will be addressed will be June 16.

06:14 pm

Kelsey Bruxvoort for Applicant:

Reviews exiting site with aerial view and illustration. Drive aisles and circulation will be improved by expansion. Stormwater and raingarden drainage swale will capture and utilize runoff from new site before directing extra to inlet.

Reviews details of how application meets Municipal Code criteria for special use permit. Respectfully requests recommendation of approval.

Question: The future building site – is that just an option or are there actual plans?

Answer: No planned date of building. Need to evaluate potential future use. Will most likely be additional service bays or retail area.

No members of the public in attendance.

06:20 pm

****Motion to recommend application for approval by City Council/Second. Passes unanimously.**

B. 20-AP-02: Ziggi's Replat:

Lisa Dell, Owner

Nick Brewka, MAH Architectural Group

06:23 pm

Lauren Richardson for City:

Describes project; one parcel being replatted into two. No change in zoning. Ziggi's will be built on smaller of two lots. Site improvement agreement is going to City Council on June 16 since Site Plan has been administratively approved.

Reviews process for minor replat cases. Surrounding property owners were given notice of application in February. All notice requirements in the Code were satisfied.

Application has met the requirements for a replat under the Municipal Code.

Question: What will happen to the second half of the lot? Is it similar in size to the way this one is being divided? Is it detrimental to the area? Good to see something going in there, but will it make it harder for someone else to come in the develop? What can go in there?

Answer: No, Ziggi's is taking the smaller of the two lots. Larger of the two is 1.4 acres, which is plenty of room for a number of commercial uses.

Follow-up Question: At what point in splitting a lot does it get so small that it becomes unusable?

Answer: Staff does not have those numbers. After replat, there will be four commercial lots on the south side of 37th street, the smallest of which will be occupied by Ziggi's.

Lisa Dell: Ziggi's Coffee is drive-thru only, no sit down. That's why we go with smaller lot sizes. To do drive-thru *and* café, we look for about an acre—maybe a little less. Same with fast food—about an acre.

06:35 pm

Nick Brewka for Applicant:

Introduces himself and project. Replat has no impact on traffic. Will maintain efficient on and off-site traffic. Design meets easement requirements and architectural standards of the City.

No members of the public present.

No discussion from Planning Commissioners

06:37 pm

****Motion to recommend replat for approval by City Council/Second. Passes unanimously.**

6. **ADJOURNMENT: 06:38 pm**

****Motion/Vote: Motion to adjourn/Second. Passes unanimously.**

PLANNING COMMISSION AGENDA REPORT

DATE: June 23, 2020

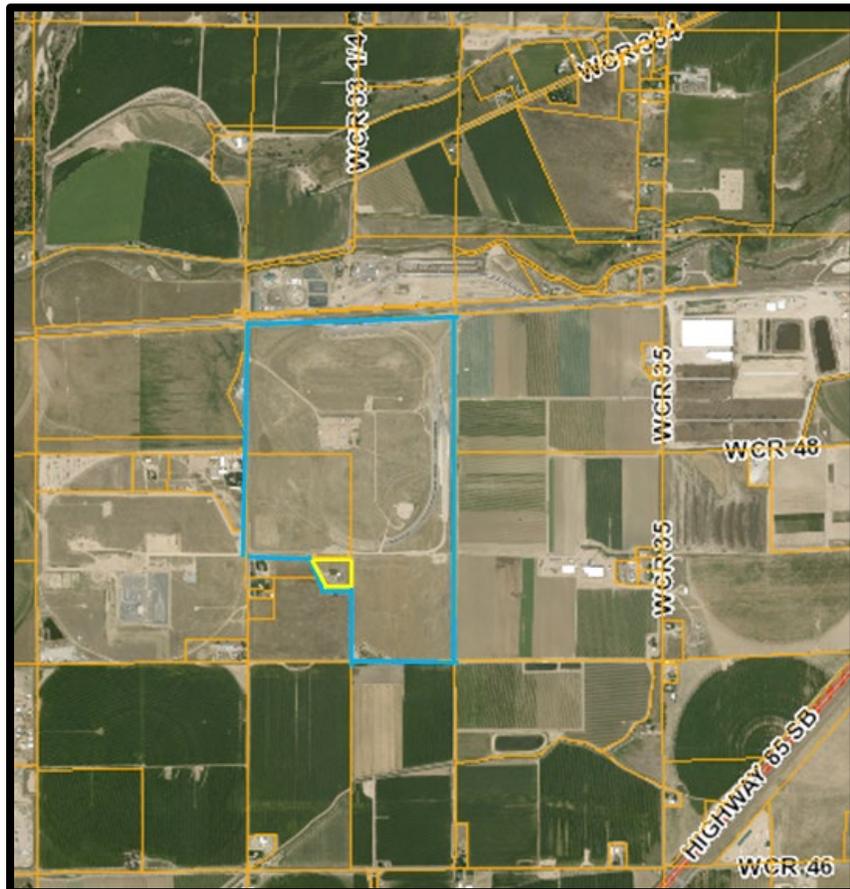
AGENDA ITEM: 5.A

SUBJECT: Consideration of Case File #20-ZONE-01 Approving the MountainTRAX Zoning Amendment requests

PRESENTED BY: Anne Best Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

The applicant seeks approval of a zoning amendment to rezone the properties located east of Weld County Road 33 and approximately $\frac{3}{4}$ mile north of Weld County Road 46. The 3.84-acre parcel outlined in yellow is not yet annexed to the City however, the Planning Commission can hear the application for consideration and forward a recommendation onto the City Council. The City Council will hear the Annexation and Zoning requests at their July 7 and 21, 2020 meetings.



The parcel outlined in yellow on the map found on page 1 is not yet annexed into the City of Evans. The applicant is requesting a zoning classification of I-3. The parcel address is 22744 Weld County Road 33.

The approximately 221+/- -acre parcel outlined in blue on the map found on page 1, less the yellow outlined parcel, was annexed and zoned I-2 through the Great Western Ethanol Annexation in 2004. The site address is 7300 47th Avenue (Parcels 1057-02-301001 and 1057-02-301002).

The applicant is requesting a zoning classification of I-3 on all three parcels. A Change of Zone from I-2 to I-3 is requested to allow greater flexibility for land use in this Industrial Park. The differences and similarities to the Zone Districts and uses contemplated for each District are listed below. Differences between the two Zoned Districts are listed in blue font. Uses with a “P” are those requiring a Site Plan and those with a “S” require a Special Use Permit. Junkyards and Livestock Trailer Washout are uses contemplated through the Special Use Permit Process in the I-3 Zone District but are being excluded at the applicant’s request.

Land Use	Zone I-2	Zone I-3
Accessory Use	P	P
Adult Business	P	P
Confined Animals	S	S
Auction Yard		S
Car Wash	S	S
Cemetery	S	S
Commercial Residence	P	
Crematoriums	P	P
Flammable Liquids Storage	P	P
Flea Market	P	P
Industrial Uses Facility	P	P
Kennel	P	P
Manufacturing/Assembly Plant	P	P
Mini Storage Units	P	P
Natural Resource Extraction & Treatment		P
Office and Financial uses	P	P
Parking lot off-street	P	P
Personal Service Establishments	P	P
Public Service Facilities	P	P
Recreational Facilities, indoor	S	S
Recreational Facilities, intensive & outdoor extensive	P	P
Recreational Vehicle Storage	P	P
Recreational Vehicle Park/Campground	S	S
Recycling Center		S
Repair Shops	P	P
Research Laboratory	P	P
Retail uses extensive and intensive	P	P
Security Residences	S	S
Treatment of humans, restrained	S	S
Vocational School	S	S
Warehouse	P	P

Upon review of the comparison table above, there will be three additional uses to be contemplated in this Industrial Park and at 22744 Weld County Road 33, if the Change of Zone is approved. The additional uses include an Auction Yard, Natural Resources Extraction and Treatment, and Recycling Centers. Inclusion of these three additional land uses will enable the applicant to maximize land uses that may be able to maximize location on a rail spur to bring materials to the site, and haul materials off site via rail. These three additional uses are not detrimental to the surrounding properties and when any land use on site is proposed, site-specific review through either a Site Plan or a Special Use Permit will be needed inclusive of Development Standards and Conditions of Approval to ensure adherence to the City's Design and Development Standards.

At this time, neither Planning Commission or City Council is approving the uses referenced in the table on page 2. Planning Commission and City Council will evaluate if the zoning change request is appropriate. Future land uses within the development will be processed according to either the Site Plan or the Special Use Permit processes.

Title 18.06.030 of the Land Use Code provides the intent for processing annexation and zoning concurrently for the parcel outlined in yellow, 22744 WCR 33 found on the map found on page 1. This Title states, "In all proceedings for the annexation of territory to the City, the Council shall require concurrent zoning of the same, and no territory shall be annexed unless zoning is established immediately thereafter. Further, Section 18.08.030.C.2 states, "The Planning Commission shall not accept for review any zoning proposal or applications for real property located outside of the City boundaries until the City Council has determined that annexation petitions describing the property substantially comply with the requires of Subsection 31-12-107(1)(1), C.R.S., or the City Council has tabled any action on the annexation petitions for a period of time not to exceed 180 days." City Council accepted the annexation petition as substantially compliant on May 19, 2020.

Application, Processing and Review Procedures

Title 18.06.040.B of the Evans Municipal Code identifies the application requirements for a Change of Zone. Application requirements were met by the applicant.

Title 18.06.030.C provides a clear outline of the procedures to be followed when processing an application for a Change of Zone. Staff followed these procedures and also included internal Design/Development Review Team meetings and a review of referral agency responses. Staff has followed the review criteria as well as the publication, posting and notification criteria found in Sections 18.10.10 and 18.10.20.

- The land use hearings were published in the Greeley Tribune on June 12 and will be published for four weeks leading up to the July 7 hearing before City Council.
- Notice was sent to all property owners within a 500' radius of the project on June 10, 2020. Notice was sent via Certified and First Class mail in accordance with the City Code Sections 18.10.010 and 18.10.020.
- Two signs were posted along Weld County Road 33. The first sign was posted at the southern entrance to the existing NiCon facility. The second sign was posted north of this location by approximately 1,000 just east of a windbreak to protect the sign from high winds.

Sign Posting, June 9, 2020 at the southern NiCon Terminal entrance:



Sign Posting, June 9, 2020 approximately 1000' north of the southern NiCon Terminal entrance:



Criteria for a Change of Zone

Title 18.06.030.D provides a clear outline of nine Criteria to be met for the Planning Commission and City Council to approve an application request for a Change of Zone. These Criteria are listed below along with narrative detailing how staff has found each criteria to be met or can be met with the attached Conditions of Approval.

1. That a need exists for the proposal

Since the property was first zoned, the market has changed. Allowing the three additional uses, an Auction Yard, Natural Resources Extraction and Treatment, and a Recycle Center provide the property owner with three additional markets to occupy the property.

2. The particular parcel is indeed the correct site for the proposed development

The project site is an existing Industrial Park in the City of Evans. The request is to change the zone of the property to allow three additional uses. The property located at 22744 is the corporate headquarters for the overall Industrial Park and Weld County has directed the applicant to annex into the City of Evans. The corporate office should be zoned the same as the residual property.

3. There has been an error in the original zoning OR

4. There have been significant changes in the area to warrant a change of zone

The original focus of the NiCon Terminal was for rail fed oil and gas support and services. The recent market change and the change of property ownership has resulted in the new property owner's request to have a more diversified Industrial Park. The differences in the allowed uses between Industrial 2 and 3 are minimal in nature.

5. Adequate circulation exists and traffic movement would not be impeded by development

The applicants have provided an updated Traffic Impact Study which has been reviewed by City Staff. A future Development Agreement will address when paving of Weld County Road 33 will be warranted.

6. Additional municipal service costs will not be incurred which the City cannot meet

The applicant has indicated there is an 8" water line in Weld County Road 33 from Central Weld County Water District. The timing of connection, if not already connected, shall be identified in the Development Agreement and is addressed in the Conditions of Approval.

The septic system associated with 22744 Weld County Road 33 shall be converted to a commercial system through Weld County. If this conversion is not needed, evidence shall be provided to the City from Weld County Public Health and Environment. The applicant shall provide information to the City regarding any septic systems on site. The timing of connection to City sanitary sewer shall be discussed in the Development Agreement and is addressed in the Conditions of Approval.

7. There are minimal environmental impacts or impacts can be mitigated

The act of changing the zone of these parcels does not create environmental impacts. Future site-specific plans such as a Site Plan or a Special Use Permit will be required to discuss how proposed development may impact the environment and include any mitigation measures.

8. *The proposal is consistent with the Evans Comprehensive Plan maps, goals and policies*
The Future Land Use Map dated 2014 found in the Comprehensive Plan identifies Industrial, Commercial and Clean Energy uses are appropriate for these parcels of land. Further, on page 3-3 of the Comprehensive Plan, the City specified that balancing the land use mix to include commercial, residential, industrial and open spaces uses does contribute to the identify of Evans and provides revenues to the City. The greater NiCon Terminal was annexed, zoned and uses were allowed through the City's land development process. The rezonig request will allow a more broad base of industry that can come into the City. The restrictions on the uses proposed for the site will reduce conflicts with surrounding uses.

9. *There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.*

The Development Agreement will address timing and triggering events which will necessitate connection to water, sewer, non-potable water system and paving of City roads. Uses are existing and the Second Amendment to the Annexation Agreement defines terms for development however, the Development Agreement to be entered into will provide specific terms and triggering events for infrastructure development.

Conditions of Approval

The applicant shall provide written responses to the City Planning Department regarding how the Applicant intends to meet the Conditions of Approval and include supporting documentation such as revised plans, agreements and amended documents. The Change of Zone plat maps shall be provided to the City Planning Department for approval along with all items needed to satisfy the following Conditions of Approval. Upon approval, the applicant shall return the final Change of Zone maps to the City electronically with necessary signatures and stamps.

1. The Applicant shall provide all responses to the Conditions of Approval and the Change of Zone maps to the City for recording with the Weld County Clerk and Recorder within 30 days following the final City Council Change of Zone hearing.
2. Two separate Change of Zone maps shall be prepared. The first shall be for the property located at 22744 Weld County Road 33. The second shall be for the property located at 7300 47th Avenue (Parcels 1057-02-301001 and 1057-02-301002).
3. A Master Development Plan inclusive of a Subdivision Plan shall be submitted within 45 days after the final Change of Zone hearing. The applicant may propose a combined Preliminary Plan and Final Plat.
4. All land use activities occurring on the property are required to have a site-specific development plan such as a Site Plan or a Special Use Permit. Any uses outside of an approved Site Plans or Special Use Permits are not allowed.
 - a. The storage of the port-a-lets is not an approved use and these need to be removed.
 - b. A Site Plan for the existing office located at 22744 shall be submitted with the Master Development Plan within 45 days after the final Change of Zone hearing.
5. A Development Agreement is required for on-site and off-site improvements, both private and public. This Agreement will be presented to City Council for consideration at a Public Hearing within 180 days after the final Change of Zone hearing and following the Master

Development Plan review. The Development Agreement will address timing for paving of Weld County Road 33, connection to a potable water supply, access, dedication of the existing well to the City of Evans upon abandonment, traffic haul route, and landscaping, for example. Until a Development Agreement can be met, the Second Amendment to the Annexation Agreement approved through Ordinance 625-15 remains in full effect. Section 10 regarding road improvements shall be extended for 180 days after the final Change of Zone hearing and is required to be addressed through the Development Agreement process.

6. The dwelling located at 22744 Weld County Road 33 shall be inspected by the City's Building Official for compliance as use as an office.
7. The septic system connected to the property located at 22744 Weld County Road 33 shall be permitted for commercial use supporting the office through the Weld County Public Health and Environment Department. Evidence of conversion to a commercial permit, or evidence this is not needed shall be provided to the City of Evans Planning Department. The Change of Zone plat shall include the location of the septic tank and leech field(s).
8. The residential exempt well permit connected to the property at 22744 Weld County Road 33 (Well Permit #47606) shall be permitted for commercial use supporting the office through the State of Colorado. Evidence of either a conversion to a non-exempt commercial well or status as an exempt commercial well shall be provided to the City of Evans Planning Department. An alternative water source is connection to the Central Weld County Water District. If this is selected, provide evidence of connection to the City of Evans Planning Department. The Change of Zone plat shall include the location of the well and supporting infrastructure.
9. Architectural, Landscaping and Site Design Standards for Industrial development found in Section 18.08.040.G of the Land Use Code, as amended, shall be followed with all future and existing development on site. Architectural review shall occur at the time a building permit is filed for the future building.
10. The following Development Standards shall be placed as notes on the Change of Zone plat map.
 - a. Approval of this plan may create a vested property right pursuant to Article 68 of Title 24 C.R.S., as amended.
 - b. The property is Zoned Industrial, I-3 with exceptions. The use of the property for a Junkyard or a Livestock Trailer Washout are prohibited.
 - c. Plans reviewed by the City and subsequently recorded with Weld County Clerk and Recorder constitute the extent of the land use approval. Any changes may necessitate an amendment to the land use permit.
 - d. Access to the property located at 22744 Weld County Road 33 shall be through the property located at 7300 47th Avenue. The existing Access Easement recorded at Reception 4129886 will either be abandoned for use by the property at 22744 Weld County Road 33 or restricted to emergency access only. This shall be finalized through the Development Agreement.
 - e. All land use activities occurring on the property are required to have a site-specific development plan such as a Site Plan or a Special Use Permit. Any uses outside of an approved Site Plans or Special Use Permits are not allowed.
 - i. The Amended Smart Chem Site Plan was approved by the City of Evans on October 12, 2018 through File #17-SP-07.

- ii. The Variance to allow crude oil storage tanks at a height not to exceed 83', a Vapor Combustion Unit tower to not exceed 50' in height, and the height of Frac Sand Storage Silos to not reach more than 179' in height, was approved by the Board of Zoning Appeals through File #15-VAR-01 on April 8, 2015 and by City Council on April 15, 2015 by Resolution 12-2015.
 - iii. The ARB Nicom Subdivision recorded at Reception 4276822 on February 8, 2017 with the Weld County Clerk and Recorder.
 - iv. The Second Amendment to the Annexation Agreement dated June 26, 2020 is still in full effect, including adherence to the Master Site Development Plan and the Landscaping Plan.
- f. The property owner shall connect to the City's water, non-potable water and sanitary sewer systems once City facilities become available to serve the property. At the time of connection, the applicant shall abandon any private well and/or septic system and provide evidence to the City each have been abandoned in accordance with the appropriate jurisdiction's guidelines.
 - g. Building Permits may be required for structures and buildings to bring them into compliance with a commercial structure. Coordination with the City of Evans' Building Department is required.
 - i. Fire Protection District review and approval is required. The applicant shall coordinate all inspections through the Fire Protection District. The Fire Code shall be adhered to.
 - h. All signs require permits. Coordination with the City of Evans Building Department is required.
 - i. The approved Development Agreement shall be adhered to.
 - j. All property owners and tenants of the property shall use quiet back-up alarms on site and in the public right-of-way.
 - k. All property owners and tenants of the property are not allowed to use Jake Breaks in the public right-of-way.
 - l. A Grading Permit issued by the City of Evans is required prior to construction.
 - g. On-site lighting shall be shielded to not shine onto adjacent properties.
11. Prior to construction:
- a. Applicable land use permits shall be obtained.
 - b. The Applicant shall prepare final construction drawings and provide these to the City Engineer for approval.
 - c. A Grading Permit and Access Permit(s) are required.

ATTACHMENTS:

- Attachment 1: Cover Letter
- Attachment 2: Application Narrative
- Attachment 3: Application Map/Property ALTA Survey
- Attachment 4: Referral Agency Responses
- Attachment 5: Ordinance 625-15 and Attachments

RECOMMENDATION:

Staff finds the application proposal to be consistent with the Comprehensive Plan and the Land Use Code.

SUGGESTED MOTIONS:

Two motions are needed. The first is for the property at 22744 WCR 33 and the second is for the property at 7300 47th Street. Suggested motions are listed below.

22744 WCR 33 Motions:

“I move to forward a recommendation of approval of the Rezoning request of 22744 WCR 33 as proposed with Conditions of Approval and Development Standards to City Council.”

“I move to forward a recommendation of denial of the Rezoning request of 22744 WCR 33 as proposed for the reasons as stated to City Council”

7300 47th Avenue Motions:

“I move to forward a recommendation of approval of the Rezoning request of the entire NiCon Terminal located at 7300 47th Avenue as proposed with Conditions of Approval and Development Standards to City Council.”

“I move to forward a recommendation of denial of the Rezoning request of the entire NiCon Terminal located at 7300 47th Avenue as proposed for the reasons as stated to City Council”



Northern Colorado Transportation Logistics LLC
d/b/a MountainTRAX
Mailing Address: P.O. Box 2067, Fort Collins, CO 80522
Physical address: 22744 CR 33, La Salle, CO 80645

May 4, 2020

Ms. Anne Best Johnson
Community Development Director

Ms. Lauren Richardson
City Planner

City of Evans

Planning and Community Development
1100 37th Street
Evans, CO 80620-2036

Dear Ms. Johnson & Ms. Richardson:

This application for annexation and concurrent zoning is in reference to a parcel of land located at 22744 CR 33, La Salle, CO 80645 that sits adjacent to, and serves as a component of, a larger industrial rail park previously incorporated into the City of Evans.

On February 29, 2020, Northern Colorado Transportation Logistics LLC d/b/a MountainTRAX acquired the industrial rail park, formerly known as ARB Niobrara Connection, LLC ("NiCon"). The purchase included the adjoining residential lot that is being utilized as office space by the operators of the main terminal facility.

Per the Amended Annexation Agreement with the City of Evans, Ordinance No. 625, effective June 26, 2015, the NiCon terminal was originally being developed as a crude oil transloading terminal to serve producers and market participants in the greater DJ Basin-Niobrara shale play located in northeastern Colorado and southeastern Wyoming. Subsequent to that agreement, the 3.8409-acre adjacent residential lot (105711000067) and affixed 2,616 square-foot building was purchased and assembled together with the larger industrial park. To date, the lot was neither rezoned according to its commercial use nor annexed into the City of Evans, despite it functioning as an integral part of the main terminal. Now under new ownership, we are requesting to have this adjacent lot incorporated into the City of Evans, consistent with the rest of the terminal, and concurrently rezoned as commercial.

Further, while the facility will continue to operate an industrial rail park in the City of Evans, the new ownership is underway in plans to diversify the crude-by-rail terminal into new multi-commodity markets, such as agriculture, aggregates, manufactured goods, etc. We are actively recruiting businesses from different industries and market sectors who are attracted by the opportunity of establishing a regional hub in a strategic location that is zoned industrial and offers direct rail access and storage as needed. As a result of these efforts, the City of Evans will realize near and long-term economic growth across the commercial and industrial sectors, translating into an increase in local jobs in different vocations as well as a steady stream of differentiated revenues coming into the City. With the help of the Economic Development Corporation, it is our goal to make Evans home to one of the region's premier industrial parks.

Likewise, expanding into a multi-commodity industrial rail park will necessitate an amendment to the former development and site plans as well as a rezoning of the premise in its entirety (inclusive of this newly proposed annexed parcel), from an Industrial Zone-2, to an Industrial Zone-3.





Proposed uses of land prompting this concurrent rezoning are listed as follows:

- Natural resource extraction and treatment (I-3) (P)
- Rail car/tanker washout facilities (I-3) (S)
- Flammable liquids storage (I-2; I-3) (P)
- Industrial uses facility (I-2; I-3) (P)
- Manufacturing/assembly plant (I-2; I-3) (P)
- Mini-storage units (I-2; I-3) (P)
- Office and financial uses (I-2; I-3) (P)
- Recycling center (I-3) (S)
- Warehouse (I-2; I-3) (P)

(I-2) = industrial zone 3 (I-3) = industrial zone 3
(P) = permit/site plan (S) = special use permit

While the abovementioned list is not exhaustive, we would like to explicitly acknowledge that no portion of this property shall be used as a junkyard or livestock washout area.

As a separate matter, it is also our intention as the new owners to resolve any outstanding matters with the City that may have been assumed pursuant to the acquisition of the NiCon terminal. First and foremost, there is the matter of the WCR 33 road improvements plan laid out under the former development plans that never came into fruition. This issue initially came to our attention in the course of our due diligence, at which time, we approached the City of Evans directly in order to remain transparent and better our understanding of the outstanding obligations.

Since taking ownership of the property, we would like to ask the City for an extension on these previously prescribed road improvements until Spring 2021 (when conditions are more suitable) in order to allow us the appropriate amount of time to amend our development and site plans as well as conduct a thorough third-party traffic study. This additional time allowance will enable us to prepare an accurate forecast for future road use/access that are consistent with our newly amended development and site plans. In the meantime, we will be furnishing a present-day traffic count to demonstrate that actual volumes fall well below any thresholds that would otherwise trigger a need for road improvements. Further exacerbating these depressed levels is the slowdown in the oil and gas industry, which has resulted, for one, in the indefinite ceasing of operations of one of our main tenants and a primary user of the surrounding county roads.

In close, we would like to thank you in advance for your time and consideration of this broader request. MountainTRAX is proud to call Evans home to its multiuse industrial rail park, and we look forward to the opportunities and growth that lie ahead with the support and collaboration of the City.

Sincerely yours,

Mr. Trevin Hogg
General Manager
NCTL/MountainTRAX

Mr. Hunter Hoshiko
Business Development Manager
NCTL/MountainTRAX





Northern Colorado Transportation Logistics LLC
d/b/a MountainTRAX
Mailing Address: P.O. Box 2067, Fort Collins, CO 80522
Physical address: 22744 CR 33, La Salle, CO 80645

Project Narrative:

On February 29, 2020, Northern Colorado Transportation Logistics LLC d/b/a MountainTRAX acquired the industrial rail park, formerly known as ARB Niobrara Connection, LLC (“NiCon”). The purchase included an adjoining residential lot, located at 22744 CR 33, La Salle, CO 80645, being utilized as office space in operating the adjacent industrial rail park, incorporated in the City of Evans.

Per the Amended Annexation Agreement with the City of Evans, Ordinance No. 625, effective June 26, 2015, the NiCon terminal was originally being developed as a crude oil transloading terminal to serve producers and market participants in the greater DJ Basin-Niobrara shale play located in northeastern Colorado and southeastern Wyoming. Subsequent to that agreement, the 3.8409-acre adjacent residential lot (105711000067) and affixed 2,616 square-foot building was purchased and assembled together with the larger industrial park. To date, the lot was neither rezoned according to its commercial use nor annexed into the City of Evans, despite it functioning as an integral part of the main terminal. Now under new ownership, we are requesting to have this adjacent lot incorporated into the City of Evans, consistent with the rest of the terminal, and concurrently rezoned as commercial.

Further, while the facility will continue to operate an industrial rail park in the City of Evans, the new ownership is underway in plans to diversify the crude-by-rail terminal into new multi-commodity markets, such as agriculture, aggregates, manufactured goods, etc. We are actively recruiting businesses from different industries and market sectors who are attracted by the opportunity of establishing a regional hub in a strategic location that is zoned industrial and offers direct rail access and storage as needed. As a result of these efforts, the City of Evans will realize near and long-term economic growth across the commercial and industrial sectors, translating into an increase in local jobs in different vocations as well as a steady stream of differentiated revenues coming into the City. With the help of the Economic Development Corporation, it is our goal to make Evans home to one of the region’s premier industrial parks.

Likewise, expanding into a multi-commodity industrial rail park will necessitate an amendment to the former development and site plans as well as a rezoning of the premise in its entirety (inclusive of this newly proposed annexed parcel), from an Industrial Zone-2, to an Industrial Zone-3.

Proposed uses of land prompting this concurrent rezoning are listed as follows:

- Natural resource extraction and treatment (I-3) (P)
- Rail car/tanker washout facilities (I-3) (S)
- Flammable liquids storage (I-2; I-3) (P)
- Industrial uses facility (I-2; I-3) (P)
- Manufacturing/assembly plant (I-2; I-3) (P)
- Mini-storage units (I-2; I-3) (P)
- Office and financial uses (I-2; I-3) (P)
- Recycling center (I-3) (S)
- Warehouse (I-2; I-3) (P)

(I-2) = industrial zone 3

(I-3) = industrial zone 3

(P) = permit/site plan

(S) = special use permit





While the abovementioned list is not exhaustive, we would like to explicitly acknowledge that no portion of this property shall be used as a junkyard or livestock washout area.

As a separate matter, it is also our intention as the new owners to resolve any outstanding matters with the City that may have been assumed pursuant to the acquisition of the NiCon terminal. First and foremost, there is the matter of the WCR 33 road improvements plan laid out under the former development plans that never came into fruition. This issue initially came to our attention in the course of our due diligence, at which time, we approached the City of Evans directly in order to remain transparent and better our understanding of the outstanding obligations.

Since taking ownership of the property, we would like to ask the City for an extension on these previously prescribed road improvements until Spring 2021 (when conditions are more suitable) in order to allow us the appropriate amount of time to amend our development and site plans as well as conduct a thorough third-party traffic study. This additional time allowance will enable us to prepare an accurate forecast for future road use/access that are consistent with our newly amended development and site plans. In the meantime, we will be furnishing a present-day traffic count to demonstrate that actual volumes fall well below any thresholds that would otherwise trigger a need for road improvements. Further exacerbating these depressed levels is the slowdown in the oil and gas industry, which has resulted, for one, in the indefinite ceasing of operations of one of our main tenants and a primary user of the surrounding county roads.

Account No(s):

(1) R8948397

Parcel No(s):

(1) 105702301001

Site Address(es):

(1) 7300 47th Ave, Evans

Section(s) / Township(s) / Range(s):

(1) S02 / T04N / R66W

The screenshot displays the Weld County Property Portal interface. At the top, the header includes the Weld County logo, contact information (Property Information: (970) 400-3650, Technical Support: (970) 400-4357), and a search bar. Below the header is a navigation menu with options: Tools, Identify, Measure, Draw, and Advanced. A toolbar contains various icons for map interaction: Layers, Home, Legend, Results, Owner, Address, Account #, Parcel #, S-T-R, Subdivision, Adv. Search, Data Search, Pan, Initial View, Print, Identify Point, and Distance. The main map area shows an aerial view of a property with a red rectangular outline. The sidebar on the left lists 11 parcels, with the selected parcel details: Owner: ARB NIOBRARA CONNECTOR LLC, Account: R8948397, Parcel: 105702301001, Address: 7300 47TH AVE EVANS, Subdivision: ARB NICON BNONE L1, Section: 2, Township: 4N, Range: 66W. It also provides links for Taxes, Property Report, Data Search, Buffer, and Sales. The bottom of the interface shows a scale bar (0 to 600ft) and coordinates (WKID: 4326 Lat/Long, Lat: 40.32955° N, Lon: 104.75875° W).





Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8948397	105702301001		Industrial	2020	1	146,842	42,590

Legal
PT Lot 1 NW4NW4 ARB NICON

Subdivision	Block	Lot	Land Economic Area
ARB NICON		1	GREELEY RURAL

Property Address	Property City	Zip	Section	Township	Range
7300 47TH AVE	EVANS		02	04	66

Account No(s):
(2) R8949236

Parcel No(s):
(2) 105702301002

Site Address(es):
(2) ---

Section(s) / Township(s) / Range(s):
(2) S11 / T04N / R66W





Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8949236	105702301002		Industrial	2020	2	2,367,186	686,480

Legal
PT Lot 1 EXC NW4NW4 ARB NICON

Subdivision	Block	Lot	Land Economic Area
ARB NICON		1	GREELEY RURAL

Property Address	Property City	Zip	Section	Township	Range
			02	04	66

Account No(s):

(3) R4393986

Parcel No(s):

(3) 105711000067

Site Address(es):

(3) 22744 CR 33, Weld County

Section(s) / Township(s) / Range(s):

(3) S11 / T04N / R66W

Weld County PROPERTY PORTAL
Property Information (970) 400-3650
Technical Support (970) 400-4357

Tools Identify Measure Draw Advanced

Layers Home Legend Results

Owner Address Account # Parcel # S-T-R Subdivision Adv. Search Data Search

Pan Initial View Print Identify Point Distance

Parcels (1)

☆ Owner: ARB NIOBRARA CONNECTOR LLC

Account: R4393986 Parcel: 105711000067
Address: 22744 COUNTY ROAD 33 WELD
Subdivision: ARB NICON
Section: 11 Township: 4N Range: 66W
[Taxes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

Displaying 1 - 1 (Total: 1)

Page 1 of 1

Layers Parcels (1)

WKID: 4326 Lat/Long Lat: 40.33022° N Lon: 104.74705° W 0 100 200ft

VDP © 2018 Vexcel Imaging US, Inc. | Weld County GIS | Micro





Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R4393986	105711000067		Industrial	2020	2	345,843	100,290

Legal
17060-B PT SW4NW4 11 4 66 BEG N89D58'E 781.20' FROM NW COR SW4NW4 N89D58'E 547.03' TO NE COR SW4NW4 S0D05'E 358.05' S89D58'W 334.70' N30D44'W 416.45' TO BEG

Subdivision	Block	Lot	Land Economic Area
			GREELEY RURAL

Property Address	Property City	Zip	Section	Township	Range
22744 COUNTY ROAD 33	WELD		11	04	66

Project Description:

» Building(s) Use:

This property represents a 2,616 square-foot building which is used as an office space for generally two (2) onsite employees and/or contractors operating the MountainTRAX terminal. Employees currently use one office for data entry of terminal business. Building is located at 22744 CR 33, LaSalle, CO 80645.

Surface lot and square footage includes a 0.18-acre gravel parking lot, 0.24-acre landscaped area, 3.00-acre of natural grass, and a 600-ft detached garage. Garage is currently used to store tools and various terminal equipment; no vehicles are stored within this space. Additionally, there is a 18' x 31' x 10' Metal Carport with Side Walls on the west side of garage.

Current hours of operations are Monday thru Friday, from 8:00 a.m. Mountain Time to 5:00 p.m. Mountain Time. Third-party security personnel are hired to monitor the premises during non-operating hours.

» Public Works:

Vehicles on the premise include passenger cars and trucks making roughly eight (8) roundtrips on/offsite per day.

Traffic enters through the terminal gates on WCR 33 and travels down the main entrance road towards the parking lot that sits at the southside of the terminal entrance road and directly adjacent to the building office.

Terminal trucks travel in and around the industrial rail park throughout the day performing daily operations and returning to office to process paperwork.





All passenger vehicles enter the terminal from the north and south on WCR 33. Terminal operators generally travel to/from Greeley, Longmont and Windsor in the mornings and evenings, and vary their routes based on overall traffic, construction, etc., within the county.

The building is situated on a hill with surrounding stormwater ponds located throughout the terminal as part of MountainTRAX's government-approved stormwater plan.

» Environmental Health:

The site currently has potable water sourced by a state approved well (Permit #47606). This well is used for irrigation purposes only.

Building water is serviced thru Central Weld County Water District.

On-site gas line is serviced thru Atmos

On-site Electrical is serviced thru Excel Energy.

There is currently an approved commercial septic system built on site and permitted by the Weld County Environmental Health Department under SP-1100105.

» Building Department:

Account No(s):

(1) R8948397

Parcel No(s):

(1) 105702301001

Site Address(es):

(1) 7300 47th Ave, Evans

Section(s) / Township(s) / Range(s):

(1) S02 / T04N / R66W



Building 1

AccountNo	Building ID	Occupancy
R8948397	1	Outdoor Storage *Code

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
1	Commercial	6921	Outdoor Storage *Code	100		0	

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
1						0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
1	1	0	0	0	0	0	0	0

Built As Details for Building 1

ID	Built As	Square Ft	Year Built	Stories	Length	Width
1.00	Fenced Lot *Code	1	2015	1	0	0

Additional Details for Building 1

ID	Detail Type	Description	Units
1	Add On	Truck Scale 70 Tons	1
1	Add On	Wood Fence	1,500



Building 1 - Photo



Account No(s):

(2) R8949236

Parcel No(s):

(2) 105702301002

Site Address(es):

(2) ---

Section(s) / Township(s) / Range(s):

(2) S11 / T04N / R66W

Building 1

AccountNo	Building ID	Occupancy
R8949236	1	Outdoor Storage *Code

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
1	Commercial	6921	Outdoor Storage *Code	100		0	

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
1						0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
1	1	0	0	0	0	0	0	0

Built As Details for Building 1

ID	Built As	Square Ft	Year Built	Stories	Length	Width
1.00	Fenced Lot *Code	1	2015	1	0	0

Additional Details for Building 1

ID	Detail Type	Description	Units
1	Add On	Railroad Spur 80#L.F.	16,330



Building 2

AccountNo	Building ID	Occupancy
R8949236	2	Warehouse

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
2	Commercial	6921	Warehouse	100		0	

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
2					540	0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
2	15,200	0	0	0	0	0	0	0

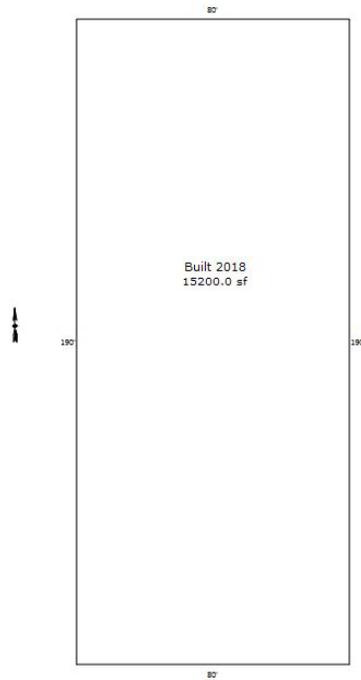
Built As Details for Building 2

ID	Built As	Square Ft	Year Built	Stories	Length	Width
2.00	Equipment Building-Commercial	15,200	2018	1	0	0

No Additional Details for Building 2



Building 1- Photo



Building 2 - Sketch



Building 2 - Photo

Account No(s):
(3) R4393986

Parcel No(s):
(3) 105711000067

Site Address(es):
(3) 22744 CR 33, Weld County



Section(s) / Township(s) / Range(s):

(3) S11 / T04N / R66W

Office Building
Building 1

AccountNo	Building ID	Occupancy
R4393986	1	Office Building

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
1	Commercial	6921	Office Building	100	4	3	0

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
1	Frame Hardboard		Drywall	Central Air to Air	256	0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
1	1,716	0	900	900	600	0	436	256

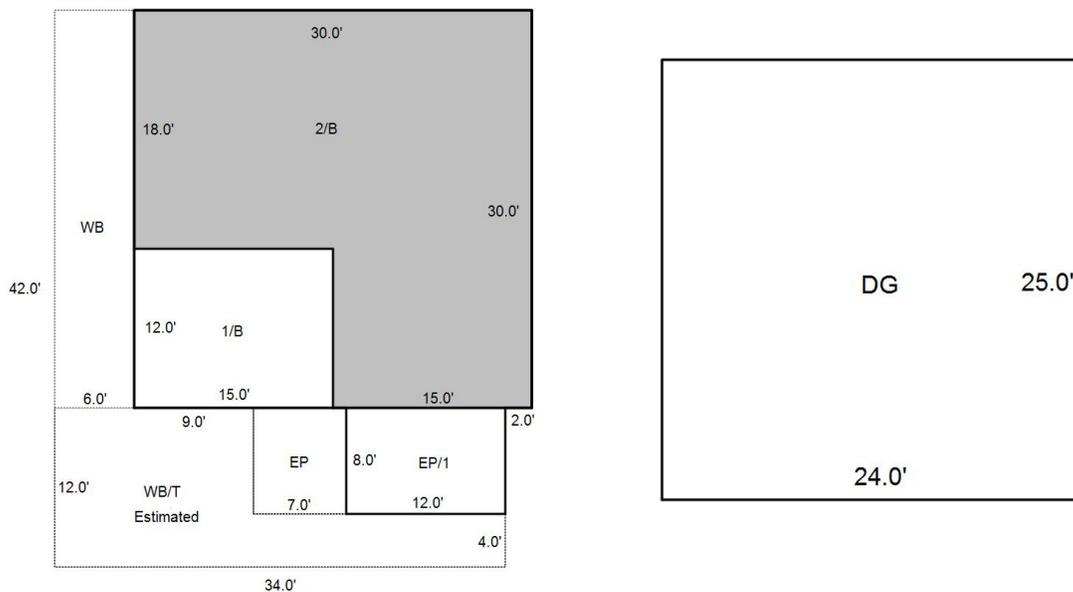


Built As Details for Building 1

ID	Built As	Square Ft	Year Built	Stories	Length	Width
1.00	2 Story	1,716	1971	2	0	0

Additional Details for Building 1

ID	Detail Type	Description	Units
1	Add On	Fireplace Wood	1
1	Appliance	Allowance	1
1	Balcony	Wood Wood Fin	436
1	Basement	Bsmnt Conc 8 ft	900
1	Basement	Finished	900
1	Basement	Walkout	1
1	Fixture	Allowance	1
1	Fixture	Bath 3	3
1	Fixture	Wet Bar	1
1	Garage	Detached	600
1	Porch	Encl Solid Wall	96
1	Porch	Encl Solid Wall	56
1	Porch	Open Slab	256



Building 1 - Sketch



Building 1 - Photo

Utility Storage

Building 2

AccountNo	Building ID	Occupancy
R4393986	2	Comm Shed - Utility

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
2	Commercial	6921	Comm Shed - Utility	100	0	0	0

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
2				None	0	0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carpport SF	Balcony SF	Porch SF
2	420	0	0	0	0	0	0	0

Built As Details for Building 2

ID	Built As	Square Ft	Year Built	Stories	Length	Width
2.00	Comm Shed - Utility	420	1980	1	35	12

No Additional Details for Building 2

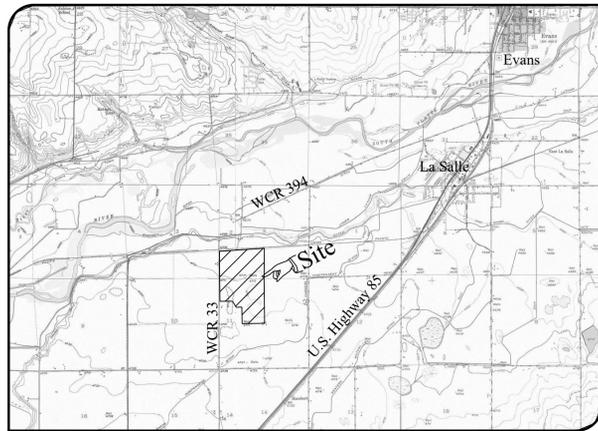


Building 2 - Photo

ALTA/NSPS LAND TITLE SURVEY

ARB Niobrara Connector Parcels

A Portion of the SW 1/4 Section 2
& A Portion of the NW 1/4 Section 11
Township 4 North, Range 66 West, 6th P.M.
Weld County, Colorado



Vicinity Map
1"=5000'

Parcel Description:

Provided by Fidelity National Title Insurance Company, File No. 100-N0025592-030-TH, Amendment No. 11:

Parcel One:
Lot 1, ARB Nicom Subdivision, County of Weld, State of Colorado.

Parcel Two:
Parcel A:
A tract of land located in the Southwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 66 West of the 6th P.M., and being more particularly described as follows:
Commencing at the Northwest Corner of the Southwest 1/4 of the Northwest 1/4 of said Section 11 and considering the West line of said Section 11 to bear North 00°06'47" West and with all other bearing contained herein being relative thereto;
Thence North 89°58'30" East along the North line of the Southwest 1/4 Northwest 1/4 of said Section 11, 781.20 feet to the True Point of Beginning;
Thence continuing North 89°58'30" East along said North line 547.03 feet to the Northeast Corner of the Southwest 1/4 Northwest 1/4 of said Section 11;
Thence South 00°05'06" East along the East line of the Southwest 1/4 Northwest 1/4 of said Section 11, 358.05 feet;
Thence South 89°58'30" West, 334.70 feet; thence North 30°44'21" West, 416.45 feet to the True Point of Beginning, County of Weld, State of Colorado.

Parcel B:
An easement for ingress and egress on the following described property:
That portion of Lot A, Recorded Exemption No. 1057-11-2-RE-2688, located in the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 66 West of the 6th P.M., Weld County, Colorado and being more particularly described follows:
Beginning at the Northwest corner of the SW 1/4 NW 1/4 of said Section 11, and considering the West line Section 11 to bear North 00°06'47" West and with all other bearings contained herein being relative thereto;
Thence North 89°58'30" East along the North line of the SW 1/4 NW 1/4 of said Section 11, 781.20 feet;
Thence South 30°44'21" East, 25.59 feet;
Thence South 89°58'30" West, 794.23 feet to the West line of said Section 11;
Thence North 00°06'47" West along the West line of said Section 11, 22.00 feet to the Point of Beginning, County of Weld, State of Colorado.

The above fee parcels also described as follows: (surveyed parcel description)

- Note:
- The Basis of Bearings is the east line of the northeast quarter of the northwest quarter of Section 11, T4N, R66W 6th P.M., as monumented with an aluminum cap PLS 38307 at the north end and an aluminum cap PLS 7242 at the south end with a grid bearing of S 00°37'48" E.
 - All directions, distances and dimensions are based on coordinates from the Colorado coordinate system of 1983 north zone (C.R.S. 83-52-102).

Lot 1, ARB Nicom Subdivision filed February 8, 2017 at Reception Number 4276822, in the southwest quarter of Section 2 and the north half of the northwest quarter and the southeast quarter of the northwest quarter of Section 11, all in Township 4 North, Range 66 West of the Sixth Principal Meridian, City of Evans, Weld County, Colorado:

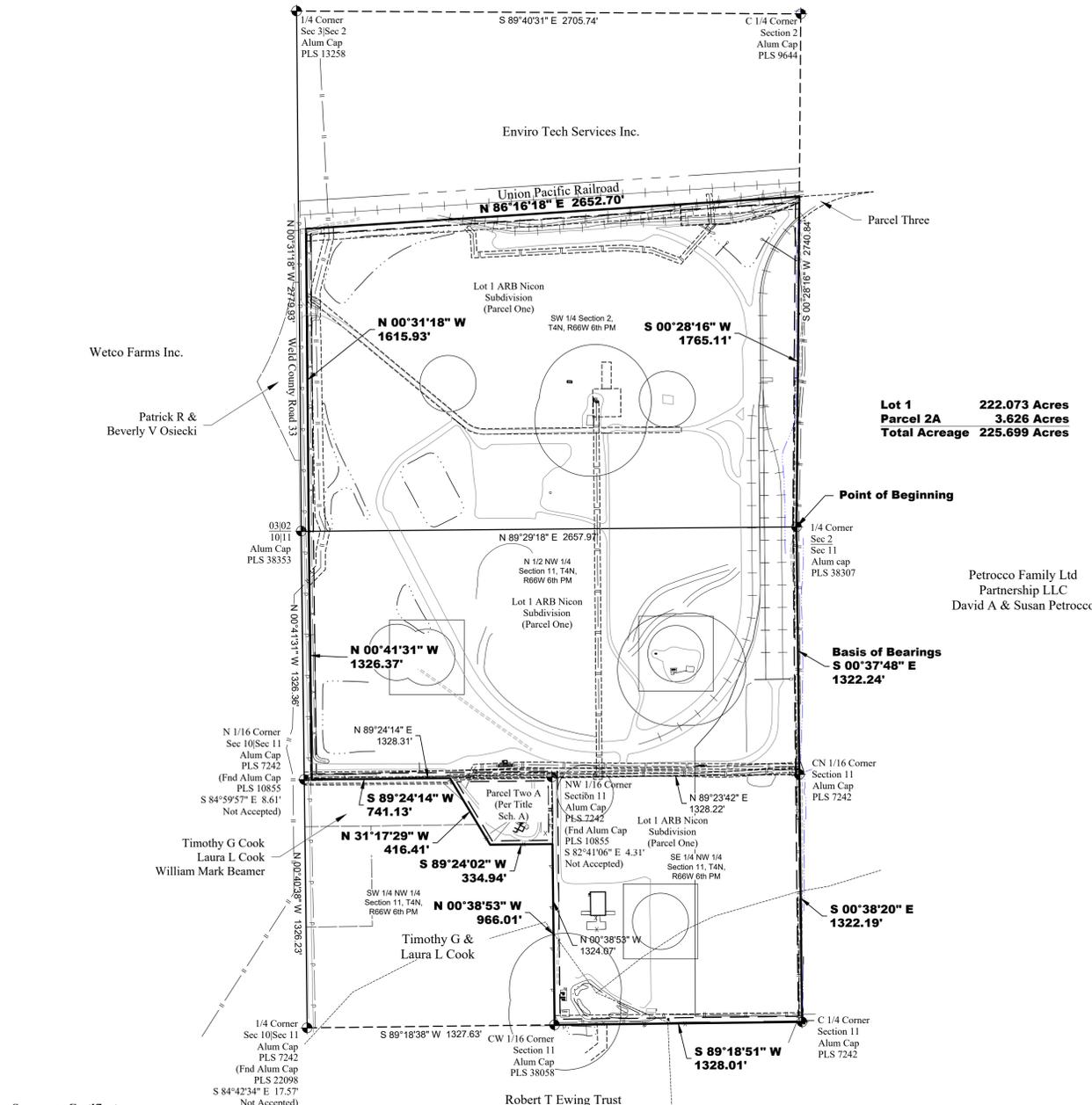
Together with:
Parcel A as conveyed by Warranty Deed filed June 10, 2015 at Reception Number 4114771 in the southwest quarter of the northwest quarter of Section 11, Township 4 North, Range 66 West of the Sixth Principal Meridian, Weld County, Colorado.

Said Lot 1 and Parcel A described as follows:

Beginning at the north quarter corner of Section 11, Township 4 North, Range 66 West of the Sixth Principal Meridian, an aluminum cap PLS 38307;
Thence S 00°37'48" E, along the east line of the northeast quarter of the northwest quarter of said Section 11, a distance of 1322.24 feet, more or less, to an aluminum cap PLS 7242 at the northeast corner of the southeast quarter of the northwest quarter of said Section 11;
Thence S 00°38'20" E, along the east line of said southeast quarter of the northwest quarter, a distance of 1322.19 feet, more or less, to an aluminum cap PLS 7242 at the southeast corner of said southeast quarter of the northwest quarter;
Thence S 89°18'51" W, along the south line of said southeast quarter of the northwest quarter, a distance of 1328.01 feet, more or less, to an aluminum cap PLS 38058 at the southwest corner of said southeast quarter of the northwest quarter;
Thence N 00°38'53" W, along the west line of said southeast quarter of the northwest quarter, a distance of 966.01 feet, more or less, to a number 5 rebar;
Thence S 89°24'02" W, departing said west line, a distance of 334.94 feet, more or less, to a number 4 rebar;
Thence N 31°17'29" W a distance of 416.41 feet, more or less, to a pin and yellow plastic cap PLS 7242 on south line of the north half of the northwest quarter of said Section 11;
Thence S 89°24'14" W, along said south line, a distance of 741.13 feet, more or less, to a number 5 rebar, said point being 40 feet easterly of the west line of said north half of the northwest quarter;
Thence N 00°41'31" W, parallel with and 40 feet distant from said west line, a distance of 1326.37 feet, more or less, to a pin and orange plastic cap PLS 38058 on the south line of the southwest quarter of Section 2, Township 4 North, Range 66 West of the Sixth Principal Meridian;
Thence N 00°31'18" W, parallel with and 40 feet distant from the west line of said southwest quarter, a distance of 1615.93 feet, more or less, to a pin and orange plastic cap PLS 38058 on the southerly right of way line of the Union Pacific Railroad;
Thence N 86°16'18" E, along said southerly right of way line, a distance of 2652.70 feet, more or less, to a point on the east line of the southwest quarter of said Section 2;
Thence S 00°28'16" W, along said east line, a distance of 1765.11 feet to the POINT OF BEGINNING.

Containing 225.699 acres more or less.

Parcel Three:
A perpetual, exclusive easement and right of way for access, on the Easement Parcel and the location, construction, reconstruction, maintenance, operation and repair of a railroad spur and related switches as more particularly set forth in Amended and Restated Perpetual Exclusive Easement Agreement recorded February 2, 2015 at Reception No. 4080154.



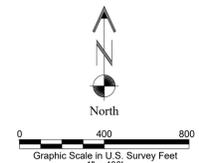
Surveyors Certificate:

To, and only to: ARB Niobrara Connector, LLC, a Delaware limited liability company; Mountain TRAX Intermodal, LLC, a Delaware limited liability company; Northern Colorado Transportation Logistics, LLC, a Colorado limited liability company; Happy State Bank, a Texas banking association, its successors and assigns; Fidelity National Title, National Commercial Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6a, 7, 8, 9, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The field work was completed on January 29, 2020.

Pursuant to Colorado State Board of Licensure for Professional Land Surveyors Rule 6.2.2 the undersigned further certifies that this map was prepared by me or under my responsible charge, is accurate to the best of my knowledge, information and belief, is in accordance with applicable standards of practice and is not a guaranty or warranty, either expressed or implied.

David C. Costner
PLS 25936
For and on behalf of Topographic Land Surveyors.



Title Exceptions:

Topographic Land Surveyors relied on Fidelity National Title Insurance Company, National Commercial Services, File Number 100-N0025592-030-TH, Amendment No. 11 dated February 26, 2020 for the preparation of this survey. This survey does not constitute a title search by this surveyor of the property shown and described hereon to determine:

- ownership of the tract of land.
- compatibility of this description with those of adjacent tracts of land.
- rights of way, easements and encumbrances of record affecting this tract of land.

These premises are subject to any and all easements, rights of way, variances and or agreements as of record may appear. The following are the listed exceptions 1-86 of said commitment:

- Exceptions 1-8. *Standard Exceptions.*
- Exception 9 - Any interest which may have been acquired by the public in the 30 feet of subject property by reason of resolution of Board of County Commissioners (affects Parcels 1 and 2B) Recording Date: October 14, 1889 Recording No.: Book 86 Page 273 - which provides for public roads 30 feet on each side of section lines on the public domain.
Note: An Ordinance Vacating the Right-of-Way along a portion of Section line between Sections 2 and 11, Township 4 North, Range 66 West of the 6th P.M., City of Evans, County of Weld, State of Colorado as described in Ordinance No. 321-05 passed, approved and adopted on second reading the 5th day of April, 2005: Recording Date: April 22, 2005 Recording No.: Reception No. 3280070
Note: The above resolution by the Board of County Commissioners: Recording Date: October 14, 1889 Recording No.: Book 86 Page 273 - which provides for public roads 30 feet on each side of section lines on the public domain still affects all property located to the West of the subject property located in Sections 2 and 11. *Affects Section 2. Section 11 was a RR parcel. County web page shows WCR was petitioned, 40' wide.*
- Exception 10 - Right of way, for the Great Bend Reservoir No. 6 and Outlet Ditch as evidenced by Map and Statement filed: (affects Parcel 1) Recording Date: October 8, 1898 Recording No.: Reception No. 68526 filed in the Weld County Clerk & Recorder's Office, insofar as the same may affect subject property. *Affects this parcel, the map shows Reservoir No. 6 to encumber portions of the south half of the northwest quarter of Section 11, but no evidence in the field shows the reservoir was constructed.*
- Exception 11 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Colorado Telephone Company Purpose: Telephone Lines and Fixtures Recording Date: April 1, 1905 Recording No.: Book 202 Page 63 - Does not affect this parcel: *per Reception No. 99946; M. E. Norris (Grantor) owned parcels north of UPRRR tracks: Intentionally omitted.*
- Exception 12 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: The Union Ditch Company Purpose: Right of Way Recording Date: July 3, 1909 Recording No.: Book 307 Page 407 - Does not affect this parcel. *The ditch is north of UPRRR tracks: Intentionally omitted.*
- Exception 13 - Right of way, for the Beverly Manning Well No. 1 as evidenced by Map and Statement: (affects Parcel 1) Recording Date: October 14, 1954 Recording No.: Reception No. 1194913 filed in the Weld County Clerk & Recorder's Office, insofar as the same may affect subject property. *Affects this parcel, shown hereon, no evidence of a well was found in the field at the location shown in document.*
- Exception 14 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects all parcels) Granted to: Colorado-Wyoming Gas Company Purpose: Right of Way Recording Date: February 25, 1949 Recording No.: Book 1242 Page 498. *Affects this parcel, location shown hereon per ARB Nicom Subdivision Plat.*
- Exception 15 - Oil and gas lease between Union Pacific Railroad Company and Pan American Petroleum Corp.: (affects all parcels) Recording Date: August 14, 1970 Recording No.: Reception No. 1553082. *Affects this parcel (Section 11), not a matter of survey.*
- Exception 16 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcel 1) Granted to: Panhandle Eastern Pipe Line Company Purpose: Right(s) of Way Recording Date: March 14, 1977 Recording No.: Reception No. 1713459. *Affects this parcel, shown hereon.*
- Exception 17 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects all parcels) Granted to: Associated Natural Gas, Inc., Purpose: Right(s) of Way Recording Date: September 21, 1983 Recording No.: Reception No. 1941176. *Affects this parcel, right of way is not defined in document.*
- Exception 18 - Oil and gas lease between Union Pacific Resources Company and Sunshine Valley Petroleum Corporation: (affects all parcels) Recording Date: February 28, 1988 Recording No.: Reception No. 2132289. *Affects this parcel, not a matter of survey.*
- Exception 19 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcel 1) Granted to: Associated Natural Gas, Inc., Purpose: Right(s) of Way Recording Date: January 3, 1992 Recording No.: Reception No. 2274064. *Affects this parcel, shown hereon.*
- Exception 20 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcels 1 and 2B) Granted to: Associated Natural Gas, Inc., Purpose: Right(s) of Way Recording Date: April 16, 1993 Recording No.: Reception No. 2329275. *Affects this parcel, shown hereon.*
- Exception 21 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcel 1) Granted to: Associated Natural Gas, Inc., Purpose: Right(s) of Way Recording Date: July 15, 1993 Recording No.: Reception No. 2341173. *Affects this parcel, location shown hereon is approximate based on Exhibit A of document. Not field located.*
- Exception 22 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcels 1 and 2B) Granted to: Greeley Gas Company a division of Atmos Energy Corporation Purpose: Right(s) of Way Recording Date: July 14, 1995 Recording No.: Reception No. 2446612. *Affects this parcel, location shown hereon is based on the location shown in Detail A, ARB Nicom Subdivision.*
- Exception 23 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcel 1) Granted to: Soco Wattenberg Corporation Purpose: Right(s) of Way Recording Date: August 15, 1996 Recording No.: Reception No. 2506630. *Affects this parcel, location shown hereon is approximate based on Exhibit A of document. Not field located.*
- Exception 24 - Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent: (affects Parcels 1 and 2B) Recording Date: August 27, 1896 Recording No.: Book 34, Page 399. *Affects this parcel, not a matter of survey.*
- Exception 25 - Reservations by the Union Pacific Railroad Company of (1) all oil, coal and other minerals underlying subject property, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed: (affects Parcels 1 and 2B) Recording Date: July 22, 1909 Recording No.: Book 233, Page 233.
Note: Request for Notification of Surface Development Recording Date: May 28, 2002 Recording No.: Reception No. 2955105. *Affects this parcel, not a matter of survey.*
- Exception 26 - Oil and gas lease between Victor R. Hill and Charlotte T. Hill and F & C Energy Resources Incorporated: (affects Parcels 1 and 2B) Recording Date: July 6, 1983 Recording No.: Reception No. 1932482.
Note: Extension of the above lease as claimed by affidavit of production, pursuant to C.R.S. 38-42-106: Recording Date: August 20, 1984 Recording No.: Reception No. 1978175.
Note: Amendment to the Affidavit of Lease Extension by Production: Recording Date: August 23, 1984 Recording No.: Reception No. 1978777. *Affects this parcel, not a matter of survey.*
- Exception 27 - Reservations made by Victor R. Hill and Charlotte T. Hill, as described in deed: (affects all parcels) Recording Date: April 27, 1984 Recording No.: Reception No. 1964729. *Affects this parcel, not a matter of survey.*
- Exception 28 - Terms, conditions, provisions, agreements and obligations contained in the Surface Owner's Agreement as set forth below: (affects all parcels) Recording Date: February 25, 1988 Recording No.: Reception No. 2131940. *Affects this parcel, not a matter of survey.*
- Exception 29 - Terms, conditions, provisions, agreements and obligations contained in the Irrigation Well Agreement as set forth below: (affects all parcels) Recording Date: April 27, 1984 Recording No.: Reception No. 1964731. *Affects this parcel, not a matter of survey.*
- Exception 30 - Terms, conditions, provisions, agreements and obligations contained in the Valve Site Contract as set forth below: (affects Parcel 1) Recording Date: May 26, 1988 Recording No.: Reception No. 2142476. *Affects this parcel, shown hereon.*
- Exception 31 - Oil and gas lease between Union Pacific Resources Company and United States Exploration, Inc.: (affects all parcels) Recording Date: May 22, 1998 Recording No.: Reception No. 2614671. *Affects this parcel, not a matter of survey.*
- Exception 32 - Terms, conditions, provisions, agreements and obligations contained in the Amended Grant of Easement and Right of Way: Recording Date: November 19, 2004 Recording No.: Reception No.: 3237183 and Recording No.: Reception No.: 3237186. *Affects this parcel; not a matter of survey: Intentionally omitted, combined with exception 71.*
- Exception 33 - Terms, conditions, provisions, agreements and obligations contained in the Water Supply Agreement as set forth below: (affects all parcels) Recording Date: December 18, 2006 Recording No.: Reception No. 2824675 (Boulder County). *Affects this parcel, not a matter of survey.*
- Exception 34 - Request for Notification of Pending Surface Development recorded by K.P. Kaufman Company, Inc. (KPK): (affects all parcels) Recording Date: August 6, 2007 Recording No.: Reception No. 3495293. *Affects this parcel, not a matter of survey.*
- Exception 35 - Request for Notification of Pending Surface Development recorded by Merit Management Partners L.L.P.: et al: Recording Date: August 24, 2007 Recording No.: Reception No.: 3499549 - Does not affect this parcel: Intentionally omitted.
- Exception 36 - Request for Notification (Mineral Estate Owner) recorded by Kerr-McGee Oil & Gas Onshore LP: (affects all parcels) Recording Date: December 21, 2007 Recording No.: Reception No. 3523268. *Affects this parcel, not a matter of survey.*
- Exception 37 - Request for Notification of Pending Surface Development recorded by Noble Energy, Inc.: (affects all parcels) Recording Date: October 15, 2007 Recording No.: Reception No. 3511023. *Affects this parcel, not a matter of survey.*
- Exception 38 - Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below: (affects all parcels) Recording Date: June 26, 2008 Recording No.: Reception No. 3563205. *Affects this parcel.*
- Exception 39 - Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement and Right of Way as set forth below: Recording Date: February 28, 2012 Recording No.: Reception No.: 3828032 - Amended Grant of easement and Right of Way: Recording Date: March 21, 2012 Recording No.: Reception No.: 3833393 - Affects this parcel - Location of easement shown hereon is approximate - The location is not defined in document: Intentionally omitted. (except with exception 35).
- Exception 40 - Terms, conditions, provisions, agreements and obligations contained in the Restrictive Dry-Up Covenant: Grant to Easement; Warranty of First Right to Dry-Up Credit and Agreement to Assist as set forth below: (affects all parcels) Recording Date: February 13, 2015 Recording No.: Reception No. 4083281 Assignment of Restrictive Dry-Up Covenant; Grant of Easement; Warranty of First Right to Dry-Up Credit; and Agreement to Assist: Recording Date: May 8, 2019 Recording No.: Reception No. 4487754 Assignment of the Assignment of Restrictive Dry-Up Covenant; Grant of Easement; Warranty of First Right to Dry-Up Credit; and Agreement to Assist: Recording Date: October 09, 2019 Recording No.: Reception No. 4530823. *Affects this parcel, not a matter of survey.*

Continued on Sheet 2 of 3

Revised: February 27, 2020

Date of Survey	2/4/2020
Control File	Ground
Job Number	132814

Sheet 1 of 3



ALTA/NSPS LAND TITLE SURVEY

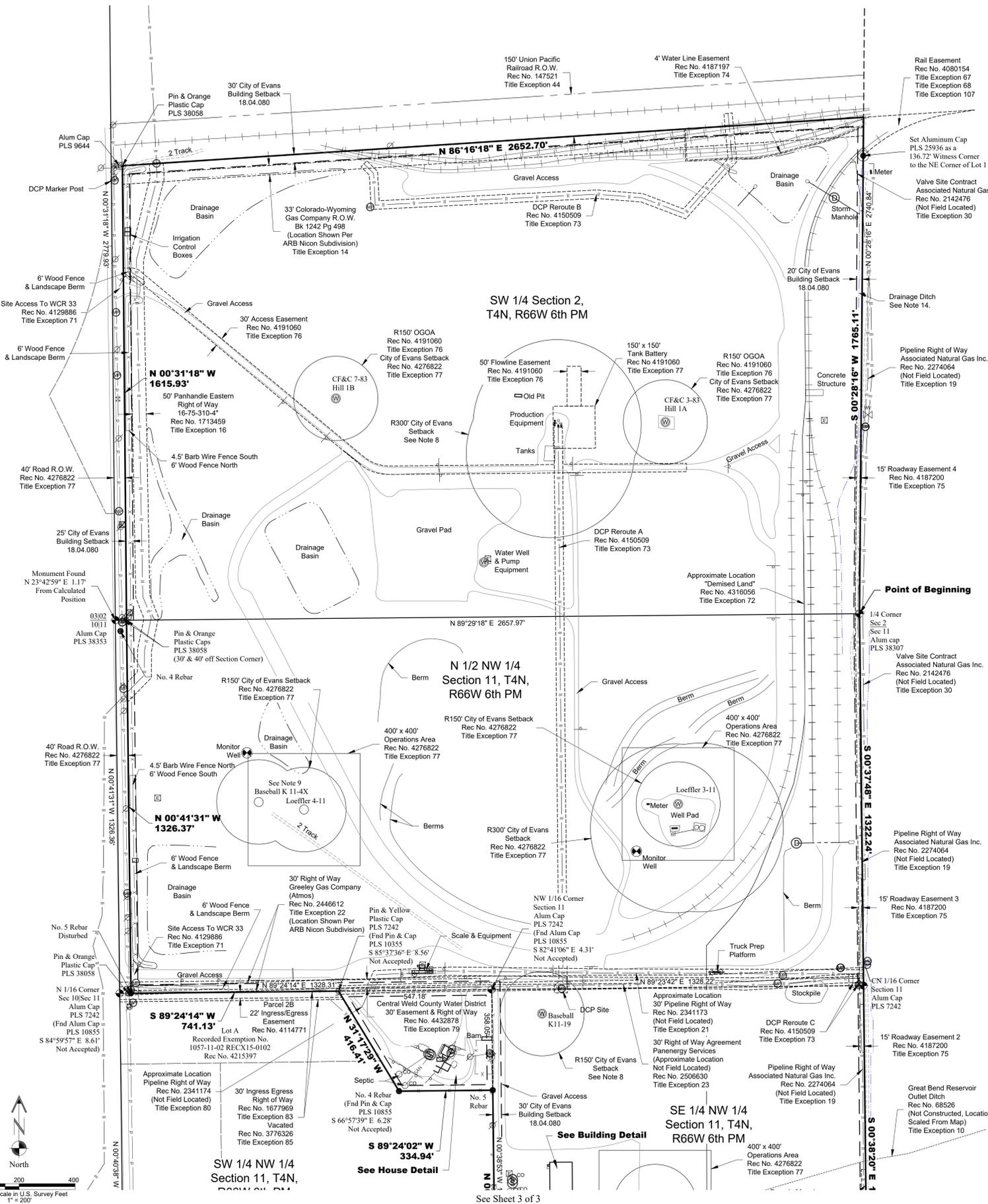
ARB Niobrara Connector Parcels

A Portion of the SW 1/4 Section 2
& A Portion of the NW 1/4 Section 11
Township 4 North, Range 66 West, 6th P.M.
Weld County, Colorado

Title Exceptions:

Continued From Sheet 1 of 3

- Exception 41 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: The Lower Latham Ditch Company - Purpose: Right(s) of Way - Recording Date: July 21, 1891 - Recording No.: Reception No. 37323 - Does not affect this parcel - Intentionally omitted.
- Exception 42 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: McMillan Seep and Drainage - Purpose: Right(s) of Way - Recording Date: January 26, 1910 - Recording No.: Reception No. 150665 - Does not affect this parcel - Intentionally omitted.
- Exception 43 - The Neres Canal and right-of-way therefor, as evidenced by map: Recording Date: January 21, 1910 - Recording No.: Reception No. 150437 - Does not affect this parcel - Intentionally omitted.
- Exception 44 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as evidenced by Final Order and Decrees: (affects Parcel 1) Granted to: Union Pacific Railroad - Purpose: Right(s) of Access, if any over and across the land based on the property abutting said railroad - Recording Date: November 22, 1909 - Recording No.: Reception No. 147521 - Affects this parcel, shown hereon.
- Exception 45 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Colorado-Wyoming Gas Company - Purpose: Right(s) of way - Recording Date: February 25, 1949 - Recording No.: Reception No. 1052542 - Does not affect this parcel - Intentionally omitted.
- Exception 46 - Oil and gas lease between Miller Feed Lots, Inc. and T.S. Pace - Recording Date: March 26, 1970 - Recording No.: Reception No. 1544404 - Does not affect this parcel - Intentionally omitted.
- Exception 47 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Panhandle Eastern Pipeline Company - Purpose: Right(s) of Way - Recording Date: January 25, 1977 - Recording No.: Reception No. 1709705 - Does not affect this parcel - Intentionally omitted.
- Exception 48 - Terms, conditions, provisions, agreements and obligations contained in the Letter as set forth below: (affects all parcels) Recording Date: October 1, 1981 - Recording No.: Reception No. 1870705 - Affects this parcel, blanket easement.
- Exception 49 - Terms, conditions, provisions, agreements and obligations contained in the Notice Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981) Concerning Underground Facilities of Union Rural Electric Association, Inc. as set forth below: (affects all parcels) Recording Date: October 1, 1981 - Recording No.: Reception No. 1871004 - Affects this parcel, blanket easement.
- Exception 50 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Associated Natural Gas, Inc.; Purpose: Right(s) of Way - Recording Date: October 10, 1983 - Recording No.: Reception No. 1943074 - Does not affect this parcel - Intentionally omitted.
- Exception 51 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Natural Gas Associates - Purpose: Right(s) of Way - Recording Date: February 23, 1984 - Recording No.: Reception No. 1956975 - Does not affect this parcel - Intentionally omitted.
- Exception 52 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Gas Associates - Purpose: Right(s) of Way - Recording Date: June 4, 1984 - Recording No.: Reception No. 1969199 - Does not affect this parcel - Intentionally omitted.
- Exception 53 - Terms, conditions, provisions, agreements and obligations contained in the Colorado Interstate Gas Company General Description of Underground Facilities in Weld County as set forth below: (affects all parcels) Recording Date: August 31, 1984 - Recording No.: Reception No. 1979784 - Affects this parcel, blanket easement.
- Exception 54 - Terms, conditions, provisions, agreements and obligations contained in the Western Gas Company Description of Area Served as set forth below: (affects all parcels) Recording Date: April 2, 1985 - Recording No.: Reception No. 2004300 - Affects this parcel, blanket easement.
- Exception 55 - Terms, conditions and obligations contained in the Agreement as set forth below: (affects all parcels) Recording Date: April 24, 1985 - Recording No.: Reception No. 2007081 - Amended Grant of Easement and Right of Way - Recording Date: March 21, 2012 - Recording No.: Reception No. 3833393 - Affects this parcel. Location of easement shown hereon is approximate. The location not defined in document.
- Exception 56 - Terms, conditions, provisions, agreements and obligations contained in the Letter as set forth below: (affects all parcels) Recording Date: April 23, 1986 - Recording No.: Reception No. 2050953 - Affects this parcel, pipeline locations not defined in document.
- Exception 57 - Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipeline Company Concerning Underground Facilities Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981) as set forth below: (affects all parcels) Recording Date: June 4, 1986 - Recording No.: Reception No. 2058722 - Affects this parcel, pipeline locations not defined in document.
- Exception 58 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Associated Natural Gas, Inc.; Purpose: Right(s) of Way - Recording Date: January 5, 1988 - Recording No.: Reception No. 2126848 - Does not affect this parcel - Intentionally omitted.
- Exception 59 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Associated Natural Gas, Inc.; Purpose: Right(s) of Way - Recording Date: April 16, 1993 - Recording No.: Reception No. 2329243 - Does not affect this parcel - Intentionally omitted.
- Exception 60 - Easement(s) for the purpose(s) shown below and rights incidental thereto; as granted in a document: Granted to: Associated Natural Gas, Inc.; Purpose: Right(s) of Way - Recording Date: April 19, 1993 - Recording No.: Reception No. 2329244 - Does not affect this parcel, shown hereon - Intentionally omitted.
- Exception 61 - Notice of Oil and Gas Interests and Surface Use recorded by HS Resources, Inc. - Recording Date: December 12, 2000 - Recording No.: Reception No. 2812785 - Does not affect this parcel - Intentionally omitted.
- Exception 62 - Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below: Recording Date: August 29, 2008 - Recording No.: Reception No. 3575449 - Does not affect this parcel - Intentionally omitted.
- Exception 63 - Request for Notification of Pending Surface Development recorded by K.P. Kauffman Company, Inc. (KPK) - Recording Date: August 6, 2007 - Recording No.: Reception No. 3495293 - Affects this parcel, not a matter of survey; see Exception 34 - Intentionally omitted. (duplicate to exception 34)
- Exception 64 - Request for Notification of Pending Surface Development recorded by Merit Management Partners H.P., et al - Recording Date: August 24, 2007 - Recording No.: Reception No. 3499549 - Does not affect this parcel; see Exception 35 - Intentionally omitted.
- Exception 65 - Request for Notification (Mineral Estate Owner) recorded by Kerr-McGee Oil & Gas Onshore LP: (affects all parcels) Recording Date: December 21, 2007 - Recording No.: Reception No. 3525268 - Affects this parcel, not a matter of survey; see Exception 36.
- Exception 66 - Request for Notification of Pending Surface Development recorded by Noble Energy, Inc.: (affects all parcels) Recording Date: October 15, 2007 - Recording No.: Reception No. 3511023 - Affects this parcel, not a matter of survey; see Exception 37.
- Exception 67 - Terms, conditions, provisions, agreements and obligations contained in the amended and fully restated "Amended and Restated Perpetual Exclusive Easement Agreement" (affects Parcel 1) Recording Date: February 2, 2015 - Recording No.: Reception No. 4080154. And those certain Consents: Recording Date: February 4, 2015 - Recording No.: Reception No. 4080757 - Recording Date: February 4, 2015 - Recording No.: Reception No. 4080758 - Affects this parcel, shown hereon.
- Exception 68 - Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed as set forth below: (affects Parcel 1) Recording Date: February 13, 2015 - Recording No.: Reception No. 4083279 - Affects this parcel, Vesting deed, shown hereon.
- Exception 69 - Terms, conditions, provisions, agreements and obligations contained in the Bargain and Sale Deed as set forth below: (affects all parcels) Recording Date: February 13, 2015 - Recording No.: Reception No. 4083280 - Affects this parcel, not a matter of survey.
- Exception 70 - Terms, conditions, provisions, agreements and obligations contained in the Ground Lease and Services Agreement as set forth below: Recording Date: February 13, 2015 - Recording No.: Reception No. 4083284 - Affects this parcel, not a matter of survey; Intentionally omitted.
- Exception 71 - Terms, conditions, provisions, agreements and obligations contained in the following instruments: (affects Parcel 1) Annexation Agreement and Plat as set forth below: Recording Date: November 19, 2004 - Recording No.: Reception No. 3237183 and Reception No. 3237186. Ordinance No. 625-15, An Ordinance Approving a Second Amendment to the Annexation Agreement, Grant Western Ethanol LLC, Now ARB Niobrara Connector, LLC as set forth below: Recording Date: July 31, 2015 - Recording No.: Reception No. 4129886 - Affects this parcel, shown hereon.
- Exception 72 - Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Ground Lease and Services Agreement as set forth below: (affects Parcel 1) Recording Date: August 24, 2015 - Recording No.: Reception No. 4136056 - Affects this parcel, not a matter of survey, location shown hereon is approximate. Portions of the Exhibit A provided are illegible and the description doesn't close upon itself.
- Exception 73 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects Parcel 1) Granted to: DCP Midstream, LP - Purpose: Pipeline right-of-way grant with receiver/valve site - Recording Date: October 15, 2015 - Recording No.: Reception No. 4150509 - Affects this parcel, shown hereon.
- Exception 74 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects all parcels) Granted to: JBS Five Rivers Cattle Feeding, LLC, a Delaware limited liability company Purpose: Water Line Easement - Recording Date: March 10, 2016 - Recording No.: Reception No. 4187197 - Affects this parcel, shown hereon.
- Exception 75 - Terms, conditions, provisions, agreements and obligations contained in the Roadway Easement Agreement as set forth below: (affects Parcel 1) Recording Date: March 10, 2016 - Recording No.: Reception No. 4187200 - Affects this parcel, shown hereon.
- Exception 76 - Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Surface Damage Agreement as set forth below: (affects Parcel 1) Recording Date: March 29, 2016 - Recording No.: Reception No. 4191060 - Affects this parcel, shown hereon.
- Exception 77 - Covenants, conditions, restrictions, notes and easements as shown on the Plat for ARB NiCON Subdivision: (affects Parcel 1) Recording Date: February 08, 2017 - Recording No.: Reception No. 4276822 - This plat created Lot 1 (Parcel One).
- Exception 78 - Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Joint Use and Production Matters Agreement as set forth below: (affects all parcels) Recording Date: December 20, 2017 - Recording No.: Reception No. 4361966 - Affects this parcel, not a matter of survey.
- Exception 79 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects all parcels) Granted to: Central Weld County Water District - Purpose: Water Line(s) and Appurtenances - Recording Date: September 21, 2018 - Recording No.: Reception No. 4432878 - Affects this parcel, shown hereon.
- Exception 80 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: (affects all parcels) Granted to: Swanson & Morris, Ltd. - Purpose: Right(s) of Way - Recording Date: July 15, 1993 - Recording No.: Reception No. 2341174 - Affects this parcel, shown hereon.
- Exception 81 - Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below: (affects all parcels) Recording Date: September 18, 1967 - Recording No.: Reception No. 1507868 - Affects this parcel, not a matter of survey.
- Exception 82 - An undivided full interest in all oil, gas and other minerals conveyed to Union Pacific Land Resources Corporation by Mineral Deed, recorded April 14, 1971 at Reception No. 1565712, and any and all assignments thereof or interest therein. (affects all parcels) Affects this parcel, not a matter of survey.
- Exception 83 - Agreement to maintain right of way for ingress and egress disclosed by Quit Claim Deed recorded January 2, 1976 at Reception No. 1677969. (affects Parcel 2) Affects this parcel, shown hereon.
- Exception 84 - Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Evans Fire Protection District, as evidenced by instrument(s) recorded February 3, 2017 at Reception No. 4275355. (affects all parcels) Affects this parcel, not a matter of survey.
- Exception 85 - Terms, conditions and obligations as contained in the Quit Claim Deed Terminating Easement and Grant of Easement as set forth below: (affects Parcel 2) Recording Date: June 27, 2011 - Recording No.: Reception No. 3776326 - Affects this parcel, shown hereon.
- Exception 86 - Request for Notification of Application for Development recorded by SRC Energy, Inc., et al: (affects all parcels) Recording Date: August 28, 2018 - Recording No.: Reception No. 4420477 - Affects this parcel, not a matter of survey.
- Exception 87 - The following matters as shown on survey prepared by Topographic, dated February 4, 2020 and last amended February 27, 2020, Job No. 132814:
 - The fact the fence lines do not correspond with lot lines, as shown thereon.
 - Rights of others in and to those uses and access rights to the wells, drainage and related facilities shown thereon and not lying within a recorded easement(s).
 - Rail road trackage traversing in and outside of property lines as shown thereon.



Notes:

- I hereby confirm that the legal description in the Title Commitment and the legal description on the Survey describe the same property.
- The portion of this property that is located in an area determined to be outside the 0.2% annual chance floodplain according to the National Flood Insurance Program Flood Insurance Rate Map numbers 08123C1710E and 08123C1730E Effective Date January 20, 2016.
- The portion of this property in Section 2 and the north half of the northwest quarter and the southeast quarter of the northwest quarter of Section 11 (Lot 1, ARB NiCON Subdivision), is zoned I-2, Medium Industrial District, per the City of Evans 2019 Official Zoning Map dated 5/28/2019. The unplatted portion in the southwest quarter of the northwest quarter of Section 11 (Parcel A) is zoned A-1, Agriculture per Weld County Property Portal. Building setback lines are shown per City of Evans Municipal Code Section 18.04.080 and Weld County Code Section 23-3-70.
- Underground utilities as shown hereon are based on surveyed locations of physical and visible evidence such as utility pedestals, manholes, inlets, meters, etc.
- According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- Any person who knowingly reserves, 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.
- This plat was prepared for the exclusive use of the parties as named in the certificate, shown hereon. Said certificate does not extend to any unnamed person or entity without an express re-certification by the surveyor.
- Reference is hereby made to the City of Evans Oil and Gas setback requirements per municipal code 18.06.080.
- There was known observable evidence of the Loeffler 4-11 and the Baseball K 11-4X wells at the time of survey. We only got magnetic rings at these locations. COGCC GIS Online shows these wells as Dry & Abandoned and Temporarily Abandoned.
- There were no striped parking spaces observed, only parking signs. For Parcel A, there are 17 parking signs, 3 spaces on concrete pads, 2 car garage and one carport.
- Lot 1, ARB NiCON Subdivision currently uses two access points to Weld County Road 33, shown hereon, see Title Exception 71. Parcel 2A has access to Weld County Road 33 as described as Parcel 2B in Reception Number 4114771, shown hereon, but appears to be currently using indirect access to Weld County Road 33 via the southerly access point on Lot 1.
- Other than the fences shown hereon, there were no other observable encroachments at the time of survey.
- Based on a site inspection performed during the month of January 2020, there is no observable evidence of:
 - Earth moving work, building construction or building additions within recent months, except for the access roads, berms, drainage basins and stock pile, shown hereon - Table A Item 16.
 - No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork, except for the gravel access, shown hereon - Table A Item 17.
 - No delineation of wetlands observed - Table A Item 18.
- A drainage ditch found in the general area of the Beattie Seepage Ditch as shown on the Map of the Beattie Seepage Ditch filed November 4, 1907 at Reception No. 123594 may or may not be a portion of said ditch. No other evidence of the Beattie Seepage Ditch was found in the field. Due to railroad construction the ditch is not evident in Parcel Three. See Title Exception 32.

Title Exceptions:

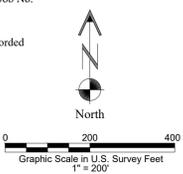
Continued From This Sheet

NOTE: The following exceptions 88 through 108 affect the easement parcel described in Amended and Restated Perpetual Exclusive Easement Agreement recorded February 2, 2015 a Reception No. 4080154 and contained in Parcel Three of Legal Description hereon.

- Exception 88 - Right of Way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners for Weld County, as set forth in a document: Recording Date: October 14, 1889 - Recording No.: Book 86 at Page 273. Does not affect this parcel.
- Exception 89 - Reservations contained in the Patent recorded December 30, 1876 in Book 20 at Page 106 which among other things recites as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the 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, as provided by law. Affects this parcel, not a matter of survey.
- Exception 90 - Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below: Recording Date: July 21, 1890 - Recording No.: Book 97 at Page 47. Does not affect this parcel.
- Exception 91 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Heirs of John M. McMillan, deceased Purpose: The McMillan Seepage and Drain Ditch - Recording Date: January 26, 1910 - Recording No.: Book 270 at Page 445. Does not affect this parcel.
- Exception 92 - Right of Way for the Beattie Seepage Ditch as evidenced by Map and Statement filed November 4, 1907 at Reception No. 123594, filed in the Weld County Clerk and Recorder's office, insofar as the same may affect the Land. Affects this parcel, see note 14.
- Exception 93 - Right of way for the Farmers Independent Ditch Extension, as evidenced by Map and Statement recorded January 28, 1910 at Reception No. 150830, insofar as the same may affect the subject property. Does not affect this parcel.
- Exception 94 - Terms, conditions, provisions, agreements and obligations contained in the Right of Way as set forth below: Recording Date: July 3, 1907 - Recording No.: Book 307 at Page 407. Does not affect this parcel. The ditch is north of UPRR tracks.
- Exception 95 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Colorado-Wyoming Gas Company Purpose: Pipe lines - Recording Date: February 25, 1949 - Recording No.: Book 1242 at Page 497. Affects this parcel, right of way is not defined in document.
- Exception 96 - An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein. Recording Date: March 26, 1970 - Recording No.: Reception No. 1544404 - Affects this parcel, not a matter of survey.
- Exception 97 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Associated Natural Gas, Inc. - Purpose: Pipe lines - Recording Date: October 10, 1983 - Recording No.: Reception No. 1943074 - Affects this parcel, right of way is not defined in document.
- Exception 98 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Natural Gas Associates, a Colorado partnership Purpose: Pipe lines - Recording Date: February 23, 1984 - Recording No.: Reception No. 1956975 - Affects this parcel, blanket easement.
- Exception 99 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Associated Natural Gas, Inc. - Purpose: Pipe lines - Recording Date: January 5, 1988 - Recording No.: Reception No. 2126848 - Affects this parcel, blanket easement.
- Exception 100 - Terms, conditions, provisions, agreements and obligations contained in the Valve Site Contract as set forth below: Recording Date: April 16, 1993 - Recording No.: Reception No. 2329243. Does not affect this parcel.
- Exception 101 - Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to: Associated Natural Gas, Inc. - Purpose: Pipelines - Recording Date: April 16, 1993 - Recording No.: Reception No. 2329244. Does not affect this parcel.
- Exception 102 - Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Pending Surface Development as set forth below: Recording Date: August 6, 2007 - Recording No.: Reception No. 3495293 - Affects this parcel, not a matter of survey.
- Exception 103 - Terms, conditions, provisions, agreements and obligations contained in the Request for Notification (Mineral Estate Owner) as set forth below: Recording Date: December 21, 2007 - Recording No.: Reception No. 3525268 - Affects this parcel, not a matter of survey.

Continued on Sheet 3 of 3

Continued on This Sheet



Revised: February 27, 2020

Date of Survey	2/4/2020
Control File	Ground
Job Number	132814

From: [Anne Best-Johnson](#)
To: [Robby Porsch](#)
Subject: RE: Referral - City of Evans - MountainTRAX Annexation
Date: Friday, June 12, 2020 9:34:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image008.png](#)

Thanks Robby. We spoke about this together and as we agreed, I'll include that they have to prove that the County is ok with existing septic as is or if a Commercial "conversion" is needed.

Thanks again,
Anne

From: Robby Porsch <RPorsch@evanscolorado.gov>
Sent: Friday, June 12, 2020 9:34 AM
To: Anne Best-Johnson <abjohnson@evanscolorado.gov>
Subject: RE: Referral - City of Evans - MountainTRAX Annexation

Hey Anne,

Sorry I'm late on this, but I have no comments.

Thanks

Robby Porsch

Wastewater Superintendent

Phone 970-475-2241 | Cell 970-630-3302

1100 37th Street, Evans, CO 80620-2036



www.evanscolorado.gov



From: Anne Best-Johnson <abjohnson@evanscolorado.gov>
Sent: Thursday, May 21, 2020 7:03 PM
To: Mark Oberschmidt <moberschmidt@evanscolorado.gov>; Scott Sandridge <ssandridge@evanscolorado.gov>; Robby Porsch <RPorsch@evanscolorado.gov>; Efren Rodriguez <ERodriguez@evanscolorado.gov>; Rick Pickard <rpickard@evanscolorado.gov>; Leon Blasco <LBlasco@evanscolorado.gov>; Todd Hepworth <thepworth@evanscolorado.gov>; Ron Pristera (Fire District) <rpristera@evansfiredistrict.org>; Rick Brandt <rbrandt@evanscolorado.gov>; Heather Utrata <hutrata@evanscolorado.gov>; Drew Lyman <dlyman@evanscolorado.gov>; Kyle Fehr <KFehr@evanscolorado.gov>; Drew Lyman <dlyman@evanscolorado.gov>
Cc: Karen Sabin <ksabin@evanscolorado.gov>; Randy Ready <rready@evanscolorado.gov>; Lauren Richardson <lrichardson@evanscolorado.gov>

Subject: Referral - City of Evans - MountainTRAX Annexation

DRT Team,

Pull up a nice cup of tea or a cold one (iced tea?). This is a long email. The first of a few brewing Annexations/Zoning applications has been submitted. City Council accepted the Petition as complete on Tuesday evening and set the hearing dates. We will discuss this at our DRT next week and referrals are due **June 11**. The site being annexed is a residential structure that is being used for office/headquarters.

Ron, a Share Point link will come your way tomorrow.

The project site (annexation) is the small parcel outlined in red/yellow on the aerial below. The parcel in blue/lavender is the former ARB site which has now been purchased by MountainTRAX. The Change of Zone application includes the small annexation parcel as well as the two former ARB Parcels.

The Annexation and the Zoning change application is largely a paper process. You will be reviewing the documents not for the land use, but for the proposed zoning and just the act of bringing the parcel into the City. A separate Site Plan/SUP should be submitted soon and this is when detailed land use issues should be discussed. Note that MountainTRAX is requesting a delay in the date when they will need to pave WCR 33. A traffic impact letter/study for the proposed use is also in the referral file along with the email detailing the request/rationale for the new letter/study.

Link to the Annexation referral file with the referral form (Note the referral form serves both the Annexation and Zoning applications):

<V:\Planning & Zoning\Case Files ACTIVE\20-ANNX-01 and 20-ZONE-01 MountainTRAX\20-ANNX-01\Application Submittals and Reviews\02 Comments and Referrals\Referrals 2020 05 11>

Link to the Annexation submittal file for Drew: <V:\Planning & Zoning\Case Files ACTIVE\20-ANNX-01 and 20-ZONE-01 MountainTRAX\20-ANNX-01\Application Submittals and Reviews\01 Submittal 2020 05 11 Annexation>

Link to the Zoning referral file: <V:\Planning & Zoning\Case Files ACTIVE\20-ANNX-01 and 20-ZONE-01 MountainTRAX\20-ZONE-01\Application Submittals and Reviews\02 Comments and Referrals>

Robby, the site is on septic. If changing the zone to Industrial, but the use of the land is for an office, would they need to change the septic to a commercial/industrial septic permit through the County? The permit is in the file(s).

Scott, the site is on a well. Take a look at the permit. I don't know what they'd need to do, if anything. I believe companies can have one exempt well in the State?

Mark, do you want me to refer the Traffic Impact Study to Tetra Tech?

If you have any questions, please feel free to contact me. Phone/Teams is best.

Thanks all. Here we go.....

Anne



Anne Best Johnson, AICP, MBA

Community Development Director

Phone: 970-475-2228

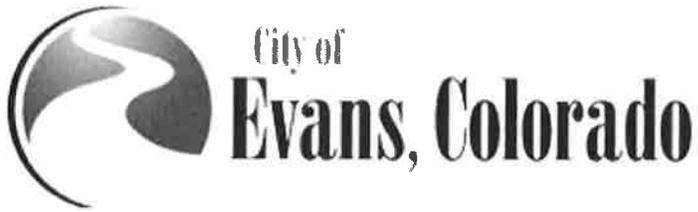
Fax: 970-475-1194

1100 37th Street, Evans, CO 80620-2036



www.evanscolorado.gov





City of Evans Land Use Application Referral Request

May 21, 2020

The City of Evans Department of Planning has received the following item for:

Project Title: MountainTRAX Annexation & Zoning **Case Number:** 20-ANNX-01 and 20-ZONE-01

Applicant: MountainTRAX Intermodal, LLC **Planner:** Anne Best Johnson

Please Reply By: June 11, 2020

Project: Annex and Zone a 3.84+/- acre parcel adjacent to the City of Evans, Colorado. Zone to Industrial (I-2)

Location: East of WCR 33 by approximately 740' and approximately 3900' north of WCR 46. Address is 22744 County Road 33.

Parcel Number: 1057-11-000067 **Property Address:** 22744 County Road 33

The application is submitted to you for review and recommendation. Any comments or recommendation you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a positive response to the City Department of Planning Services and Community Development. If you have any further questions regarding the application, please call the Planner associated with the request. **Please note that new information may be added to applications under review during the review process. If you desire to examine or obtain this additional information, please contact the Planner.**

We have reviewed the request and find that it does / does not comply with our Comprehensive / Master Plan for reasons included in the attached letter. _____

We have reviewed the request and find no conflicts with our interests.

Signature 

Date 6/5/20

Agency Weld County Planning Services

From: [Lauren Richardson](#)
To: gail@townofgilcrest.org
Cc: [Anne Best-Johnson](#)
Subject: FW: Lauren Richardson wants to share MountainTRAXreferral
Date: Monday, June 1, 2020 12:23:31 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hi Gail,

Thanks for responding. I have included the email I found on the Gilcrest website for the Town Administrator.

Thank you,

Lauren Richardson

City Planner

Phone 970-475-1167

1100 37th Street, Evans, CO 80620-2036



www.evanscolorado.gov



From: no-reply@sharepointonline.com <no-reply@sharepointonline.com>
Sent: Monday, June 1, 2020 12:21 PM
To: townadministrator@townofgilcrest.org
Cc: Lauren Richardson <lrichardson@evanscolorado.gov>
Subject: Lauren Richardson wants to share MountainTRAXreferral

CAUTION: EXTERNAL EMAIL



Hello,

Hi Mr. Lorentzen, Here is an invitation to contribute referral comments to the MountainTRAX annexation application currently being processed in Evans. We would love to hear from you. Thanks, Lauren

Go To [MountainTRAXreferral](#)

This message was sent from an unmonitored e-mail address. Please do not reply to this message.
[Privacy](#)

Microsoft Office
One Microsoft Way
Redmond, WA
98052-6399 USA



From: [Lauren Richardson](#)
To: kcoleman@lasalletown.com
Cc: [Anne Best-Johnson](#)
Subject: MountainTRAX Annexation Referral Request
Date: Monday, June 1, 2020 11:50:21 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hi Kim,

I'm a City Planner with the City of Evans. We are working on an Annexation Application and would love input from the Town of La Salle. I will be sending an invitation to a SharePoint site that you will be able to, if you choose, upload any referral comments you might have about this project.

Thanks so much,

Lauren Richardson

City Planner

Phone 970-475-1167

1100 37th Street, Evans, CO 80620-2036



www.evanscolorado.gov



CITY OF EVANS, COLORADO

ORDINANCE NO. 625-15

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE ANNEXATION AGREEMENT, GREAT WESTERN ETHANOL LLC, NOWARB NIOBRARA CONNECTOR, LLC

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, the City and Great Western Ethanol, LLC, entered into an Annexation Agreement (the "Agreement") on October 5, 2004 pursuant to which the property more particularly described on Exhibit A, which is attached hereto, incorporated herein and made a part hereof (hereafter referred to as "the Property") was annexed into the City; and

WHEREAS, a First Amendment to Annexation Agreement was approved and accepted by the City on 20th day of December, 2007 but the First Amendment was not recorded; and

WHEREAS, pursuant to Section 26 of the Agreement, any heirs, transferees, successors and assigns of Great Western Ethanol shall be subject to the terms of the Agreement, as if they were original parties thereto, and any transfer of all or any portion of the Property is subject to approval of the City; and

WHEREAS, the Property is now owned by ARB Niobrara Connection, LLC ("Owner");

WHEREAS, the Owner desires to develop the Property for use as a crude oil trans-loading terminal, the Niobrara Connector ("NiCon") to serve producers and market participants in the greater DJ Basin – Niobrara shale play located in northeastern Colorado and southeastern Wyoming; and

WHEREAS, in order to facilitate such development, the Owner has negotiated the Second Amendment to the Annexation Agreement, a copy of which is attached hereto as Exhibit B, and has requested that the City Council approved the Amended Agreement, and

WHEREAS, the City Council has reviewed the matter and determined that it is in the best interest of the residents and electors of the City of Evans as well as the public health, safety and welfare to encourage such development and to approve the Amended Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The Second Amendment to the Annexation Agreement – Great Western Ethanol LLC, attached as Exhibit B, is hereby approved.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this

Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance. Any provision to the contrary notwithstanding, nothing in this Ordinance or the Amended Agreement it approves shall affect the fact that the Property previously was and remains annexed to the City of Evans.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 7TH DAY OF JULY, 2015.

ATTEST:


Raegan Robb, City Clerk



CITY OF EVANS, COLORADO

BY: 
John L. Morris, Mayor

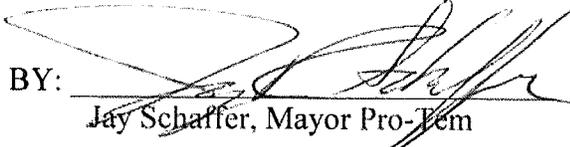
PASSED AND ADOPTED ON A SECOND READING THIS 21ST DAY OF JULY, 2015.

ATTEST:


Raegan Robb, City Clerk



CITY OF EVANS, COLORADO

BY: 
Jay Schaffer, Mayor Pro-Tem

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT
GREAT WESTERN ETHANOL LLC**

This Second Amendment to the Annexation Agreement (hereinafter "Amended Agreement") is made and entered into this 24th day of July, 2015, by and between ARB Niobrara Connector, LLC, a Delaware limited liability company, hereinafter referred to as "Owner" and the City of Evans, Colorado, a municipal corporation of the State of Colorado, hereinafter referred to as "Evans" or "City."

WITNESSETH:

WHEREAS, the City and Great Western Ethanol, LLC, entered into an Annexation Agreement (the "Agreement") on October 5, 2004 pursuant to which the property more particularly described on Exhibit A, which is attached hereto, incorporated herein and made a part hereof (hereafter referred to as "the Property") was annexed into the City; and

WHEREAS, a First Amendment to Annexation Agreement was approved and accepted by the City on 20th day of December, 2007 but the First Amendment was not recorded; and

WHEREAS, pursuant to Section 26 of the Agreement, any heirs, transferees, successors and assigns of Great Western Ethanol shall be subject to the terms of the Agreement, as if they were original parties thereto, and any transfer of all or any portion of the Property is subject to approval of the City; and

WHEREAS, Owner intends to develop the Property for use as a crude oil trans-loading terminal, the Niobrara Connector ("NiCon") to serve producers and market participants in the greater DJ Basin – Niobrara shale play located in northeastern Colorado and southeastern Wyoming; and

WHEREAS, Owner has prepared a Master Site Development Plan identifying and illustrating the proposed land use and intended development of the Property, more particularly described on Exhibit B, which is attached hereto, incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Amended Agreement regarding development of the previously annexed Property and other matters as set forth herein; and

WHEREAS, Owner acknowledges that the previously annexed Property is subject to all ordinances, resolutions, and other regulations of Evans, as they may be amended from time to time;

NOW, THEREFORE, in consideration of the above premises and the covenants as

hereinafter set forth, it is agreed by and between the parties as follows:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Amended Agreement as if expressly set forth hereunder.

2. ***Purpose.*** The purpose of this Amended Agreement is to set forth the terms and conditions of the development of the Property within Evans. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning development contained in the Evans Municipal Code, Development Regulations and the Comprehensive Plan.

3. ***Zoning and Land Use.*** The parties recognize that it is the intent and desire of Owner to develop the Property as shown on the "Master Site Development Plan" attached as Exhibit "B" to this Amended Agreement. **Exhibit B** shall be consistent with representations of the Owner during all public hearings regarding the level of development to include specific uses, locations of structures, numbers of structures to be built and landscaping to be provided.

A. The Master Site Development Plan attached as Exhibit B indicates the maximum level of the improvements that may be made to the Property, except to the extent that revisions are subsequently approved by the City through the normal development approval procedures of the Evans Municipal Code and/or by subsequent amendment of this Amended Agreement. All improvements are subject to review and approval by the City prior to construction, and subject to all technical requirements of the Municipal Code and in adopted plans and regulations. Owner acknowledges that additional improvements and requirements may be imposed by the Evans Municipal Code, as amended from time to time, in connection with developing and using the Property, and agrees to comply with all Evans Municipal Code provisions and requirements.

B. Owner shall provide a landscape plan for screening the use from adjoining residential uses in compliance with the requirements of the Evans Municipal Code. Landscaping adjacent to County Road 33 shall be located outside of the designated right-of-way area shown on the Master Site Development Plan and plat records for the Property. Owner shall also apply for site plan approval in compliance with the requirements of the Evans Municipal Code. The Master Site Development Plan shall indicate a 30-foot landscape buffer along all property lines adjacent to roads and residential uses. The Master Site Development Plan Attached as Exhibit B indicates some of the improvements that will be made to the Property. However, Owner acknowledges that additional improvements and requirements may be imposed by the Evans Municipal Code, as amended from time to time, in connection with developing and using the Property, and agrees to comply with all Evans Municipal Code provisions and requirements, including all provisions allowing deviations or variances from such requirements.

4. ***Public Use Land Dedication and Impact Fees.*** Owner shall provide a subdivision plat and dedicate public rights-of-way in compliance with the requirements of the designated street plan, as described in the "City of Evans 2004 Transportation Plan". Owner shall be

required to make Improvements to adjacent streets (that portion of County Road 33 described in Section 10, below) in conformance with such Transportation Plan and the City's adopted Engineering Standards. Owner shall pay all duly enacted and applicable impact fees, as required by the Evans Municipal Code, including but not limited to, the Street Impact Fee and the Fire and Rescue Impact Fee, along with the Storm Water Basin Fees as described in the City of Evans Comprehensive Drainage Study, as amended. Owner hereby acknowledges that all dedications, fees, and exactions provided for in this Amended Agreement as well as those provided for in the Evans City Code to the extent they apply to the development of the Property, are fair and equitable and reasonably related to the on-site and off-site impacts of the development of the Property.

5. *Water and Wastewater Utilities.* Owner shall provide evidence the Central Weld County Water District will serve Owner's property with water within 120 days of approval of this Amended Agreement. Owner shall connect to the City's water and / or wastewater treatment network at Owner's expense, at such time as City facilities become available to serve the Property in accordance with the requirements of the Evans Municipal Code. At the time of connecting to the City's sewer system, Owner shall be required to cease use of and abandon any septic tank, cesspool, or similar private sewer disposal facility in accordance with all lawful requirements. Construction and maintenance of such facilities and connecting to the public sewer system shall all be in accordance with the rules and regulations and requirements of the City as outlined in the Evans Municipal Code, as they exist at the time of such connection, as well as all other applicable regulations.

6. *Water Rights Dedication.* At such time as City provides water service to the Property, Owner shall dedicate water in compliance with the requirements of the Evans Municipal Code in effect at that time. At such time as City provides water service to the Property, Owner will transfer to the City all rights, title and interest to Dawson, Denver, Arapahoe, Laramie Fox Hills or Dakota aquifers underlying the Property, if any.

7. *Irrigation.* Owner shall install a water system acceptable to the City's Public Works Director or their designee to provide irrigation water prior to the construction or installation of any landscaping.

8. *Municipal Services.* Evans agrees to make available to the Property all municipal services provided by the City, in accordance with the ordinances and policies of the City in effect for the area of development, except as otherwise provided in this Amended Agreement. City services available at the time of this Amended Agreement include police services, administrative services and storm water management services (as described in the City of Evans Comprehensive Drainage Study). The provision of services not provided by the City shall be discontinued within 120 days of the date such services become available from the City.

9. *Public Improvements.* Water, sewer, stormwater and other public improvements shall be designed and constructed to City standards by Owner at Owner's expense, at such time

as City systems are available in accordance with the requirements in the Evans Municipal Code. In addition to other improvements described in this agreement, Owner agrees to construct required sidewalks on the Property at such time as sidewalks are required for development of any adjacent properties.

10. Road Improvements.

A. Within 180 days of the effective date of this Agreement, the City will contract with Weld County or a private company to grade, maintain and improve the portion of Weld County Road 33 between the Weld County Road 33 and Weld County Road 46 intersection and Owner's northern property line intersection. City shall utilize contractors to provide routine maintenance, or maintenance as may be required, to preserve WCR 33 as a gravel road in good condition for a period not to exceed five (5) years. Road maintenance shall include adding dust palliative on a yearly basis or as may be needed to control dust, as determined by the City's Public Works Department. City shall provide Owner with invoices on a routine basis but no less than one time a year. Owner shall reimburse the City for 100% of these costs within 30 days of receipt of the invoice, until WCR 33 is resurfaced to a fully paved road.

B. Owner shall enter into an agreement with the City for the improvement of the above identified section of WCR 33 to a fully-paved rural local collector roadway standard within 60 days after the occurrence of the earliest of the following events:

- 1) Five (5) years from the effective date of this agreement; or
- 2) When any development occurs on adjoining properties in the City or Weld County (such development shall be deemed to have occurred when an application has submitted to the City or Weld County or the State that triggers the requirement for a traffic impact study, and such traffic impact study results in the City, Weld County, or the State requiring offsite traffic or paving improvements); or
- 3) Prior to approval of any single element of the Phase II Site .Plan development described on **Exhibit B**. For purposes of this Amended Agreement, Phase II shall refer to any improvements represented as a dashed line on Exhibit B, attached, or
- 4) When the State or Weld County impose requirements for traffic or paving improvements.

Standards for improvement are identified in the "2004 City of Evans Transportation Plan" as amended.

C. Owner shall provide the full cost of the improvement of WCR 33, as required in this Agreement and City may enter into a Reimbursement Agreement with Owner, should adjoining properties develop, to return proportionate funds to Owner for improvement of WCR 33.

D. Owner agrees to comply with the requirements of all Weld County and Colorado Department of Transportation standards for road maintenance and improvements, whether imposed as part of the present application or part of future land use applications or agency referral processes. Evidence of compliance may include signed agreements with the County and the State Agency.

E. Any required off-site improvements shall be dedicated, designed, and constructed to City, Weld County, and/or Colorado Department of Transportation standards, whether imposed as part of the present application or future land use or agency referral processes. All such improvements shall be paid for by the Owner unless otherwise stipulated in writing by Weld County or the Colorado Department of Transportation. In no event shall any expense associated with these improvements be the obligation of the City. Owner shall provide collateral, construction drawings, a schedule of improvements and opinion of costs for all road improvements, and other required documents for construction approval including those as may be required by the City of Evans, Weld County and the Colorado Department of Transportation. Owner shall pay its proportional costs for any road improvements the City may cause to happen in the future beyond a Rural Road Section.

F. The access points shown on Exhibit B are approximate and representative only. Actual access locations and design will be determined by the City at the time of site plan approval.

11. *Drainage.* Owner shall provide at Owner's expense a drainage study of the entire property, subject to review and approval by City prior to site plan approval for development of the site. Required improvements shall be completed at the time of development of the site in conformance with the Comprehensive Drainage Study and other applicable City regulations and ordinances.

12. *Reimbursements.* To the extent water, sewer, storm drainage facilities or other public utilities are oversized or extended onto property by Owner, or to the extent public improvements are built off-site of the Property by Owner, except as otherwise expressly provided herein the City agrees to use reasonable efforts to provide for reimbursement payable to Owner in connection with future development utilizing said improvements. Should another developer or utility construct oversized improvements that are of benefit to Owner, Owner shall reimburse the party constructing such improvements to the extent of Owner's proportionate share of the facilities.

13. *Fee Impositions by the City.* Owner agrees to pay and that the Property shall be subject to the fees and obligations set forth in this Amended Agreement, as well as all development fees and other charges provided for in the City's rules, regulations and ordinances.

14. *Improvements Agreement.* Prior to construction of any public improvements,

including, but not limited to, water, sewer, drainage, sidewalks, or roadways, Owner and the City shall enter into one or more public improvements agreements in a form provided by the City. Each public improvement agreement shall include guarantees or security in the form of a bond or letter of credit or such other form as may be acceptable to the City, to ensure completion of the public improvements. In addition, the Owner shall enter into one or more improvement agreements for non-public improvements resulting from site plan review processes as provided by the City of Evans Code. The public and non-public improvement agreements shall be signed prior to commencement of each phase of site development and upon approval of a site plan for such phase of development.

15. *Conformity with Laws.* Except as otherwise agreed herein or as otherwise provided in conjunction with approval of site plan for the development, Owner agrees that the design, improvement, construction, development and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all City ordinances, resolutions and regulations including without limitation, ordinances, resolutions, and regulations pertaining to subdivision, zoning, storm drainage, utilities, access to City streets and flood control.

16. *No Repeal of Laws.* Nothing contained in this Amended Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Amended Agreement prohibit the enactment or increase by the City of any tax or fee.

17. *Severability.* The parties agree that if any part, term, portion, or provision of this Amended Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Amended Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. *Fire Protection.* Prior to commencement of development at the site, Owner shall provide written confirmation from the Evans Fire Protection District that adequate fire protection and emergency medical services can be provided to the Property, and indicating how such services will be provided. To the extent fire protection and or emergency medical services are provided by the LaSalle Fire Protection District, Owner agrees to sign and execute any and all petitions or documents that will be necessary and appropriate to exclude the Property from the LaSalle Fire Protection District, and include it in the Evans Fire Protection District, within 180 days of notice having been provided by the Evans Fire Protection District that it desires to

include the Property into the District.

19. ***Future Cooperation.*** The parties agree they will extend mutual cooperation with one another in accomplishing the terms, conditions, and provisions of the Amended Agreement, and will execute such additional documents as necessary to effectuate the same.

20. ***No Joint Venture or Partnership/No Assumption of Liability.*** Nothing contained in this Amended Agreement is intended to create a partnership or joint venture between the City and Owner, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Amended Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this Amended Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

21. ***Amendment.*** This Amended Agreement may be amended only by mutual agreement of the City and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property and/or Water Rights subject to the amendment unless otherwise specified in the amendment.

22. ***Entire Agreement.*** This Amended Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Amended Agreement supersedes all previous communications, representations, or Amended Agreements, either verbal or written between the parties, except as expressly indicated herein to the contrary.

23. ***Owner.*** As used in the Amended Agreement, the term "Owner" shall include any of the transferees, successors or assigns of Owner, and all such parties shall have the right to enforce this Amended Agreement, and shall be subject to the obligations and terms of this Amended Agreement as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, provided the City approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Amended Agreement that arise after the date of such transfer with respect to the transferred portions of the Property.

24. ***Effect of Prior Annexation Agreements.*** This Amended Agreement is expressly intended by the parties to constitute a novation of the original Annexation Agreement as well as the First Amendment from and after the execution of this Amended Agreement, except that the Property was previously annexed to the City pursuant to the original Annexation Agreement and the related ordinance and shall remain annexed to the City, any other provisions of this

Amended Agreement notwithstanding.

25. **Amendments to Law.** As used in this Amended Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, regulation, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.

26. **Binding Effect.** This Amended Agreement shall be binding upon and inure to the benefit of all the transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Amended Agreement shall be recorded with the County Clerk and Recorder of Weld County, Colorado, at Owner's expense. This Amended Agreement may be enforced in the District Court of Weld County, Colorado.

27. **Breach of Amended Agreement.**

(A) **Breach by Owner; City's Remedies.** In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Amended Agreement, the City may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the City from hardship. The City's remedies include:

- (i.) The refusal to issue to the Owner any development permit, building permit, certificate of occupancy, or other approval. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
- (ii.) A demand that the security given for the completion of the public improvements be paid or honored;
- (iii.) The refusal to consider further development plans within the Property; and /or
- (iv.) Any other remedy available at law or equity.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action the City.

(B) **Breach by City.** In the event of a breach by the City, Owner/s remedy shall be limited to the right to seek specific performance of the Amended Agreement and shall not include the right to seek damages or other compensation of any kind from the City.

(C) *Attorney's Fees.* If any party breaches this Amended Agreement, the breaching party shall pay the non-breaching party's reasonable costs and attorney fees incurred in the enforcement of the terms and conditions of this Amended Agreement.

28. *General Provisions. City shall:*

A. Use reasonable efforts to assist Owner in securing, at Owner's expense, construction and maintenance agreements from governmental or private entities in order to allow Owner to fulfill its obligations under this Amended Agreement and to proceed with development of the Property.

B. Cooperate with Owner with any filings, applications, approvals or other administrative procedures with governmental entities other than the City, which are necessary to allow Owner to fulfill its obligations under this Amended Agreement and to develop the Property in a timely manner.

Nothing contained in the Amended Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the City's legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Amended Agreement prohibit the enactment by the City of any tax or fee or other charge which is of uniform or general application.

29. *Notice.* All notices required under this Amended Agreement shall be in writing and shall be hand delivered, sent by facsimile transmission, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt, provided a hard copy is mailed the same date. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either Party, by notice so given, may change the address to which future notices shall be sent.

Notice to City:

Attn: City Manager
1100 37th Street
Evans, CO 80620

With copy to:

Scott Krob, City Attorney
Krob Law Office, LLC
8400 E. Prentice Ave., Penthouse

Greenwood Village, CO 80111

Notice to Purchaser: Adam Bedard
ARB Niobrara Connector, LLC
720 S. Colorado Blvd., Penthouse North
Denver, CO 80246

With copy to: Karen Samuels Jones
Stinson Leonard Street LLP
6400 S. Fiddlers Green Circle, Suite 1900
Greenwood Village, CO 80111

30. ***No Third Party Rights.*** This Amended Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

31. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Amended Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

32. ***Headings.*** The paragraph headings in this Amended Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

33. ***No Warranties by the City.*** The City is entering into this Amended Agreement in good faith and with the present intention, on the part of the present City Council, that this Amended Agreement will be complied with. However, because some of the provisions of this Amended Agreement may involve areas of legal uncertainty, the City makes no representation as to the validity or enforceability of this Amended Agreement and that no such warranty is made on the part of the City.

34. ***Cost Reimbursement to City.*** Owner shall reimburse City for professional fees and consultants, including but not limited to engineers, testing companies, landscape advisors, and attorneys related to the processing and completion of this development.

35. ***Effective Date.*** This Amended Agreement shall not be effective until thirty (30) days after the ordinance approving this Amended Agreement is published and takes effect.

36. ***Referendum.*** In the event that the ordinance to be considered by the City relative to the approval of this amended agreement becomes the subject of a citizen petitioned referendum,
Second Amended Annexation Agreement – 6.26.15 – COE

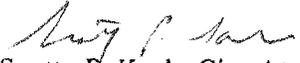
the ordinance subject to such referendum, and this Amended Agreement shall be suspended pending the outcome of the referendum. If the result of the referendum election is to reject such Amended Annexation Agreement, all of the provisions contained herein shall be null and void and of no effect, but shall not be deemed to be a default by the City under Section 27 and remedies provided in Section 27 shall not be available. Conversely, if the result of such referendum election is to affirm the ordinance approving the Amended Annexation Agreement, this Amended Agreement shall become effective and the parties shall be bound by all of the terms and conditions contained herein as of the effective date of this Amended Agreement. In the event of such referendum, the Parties agree to cooperate in the defense of the ordinance approving the Amended Agreement. The Developer shall reimburse the City for all costs and attorneys' fees incurred in defending and participating in such referendum, including but not limited to the costs of the referendum election.

(No Further Information This Page)

CITY OF EVANS, COLORADO
A Municipal Corporation

By: 
John Morris, Mayor

APPROVED AS TO FORM:


Scotty P. Krob, City Attorney



ATTEST:

By: 
Raegan Robb, City Clerk

OWNER:
ARB Niobrara Connector, LLC
A Delaware limited liability company,
BY: ARB Midstream, LLC,
A Delaware limited liability company, its sole member

By: 
Adam Bedard
Chief Executive Officer

STATE OF COLORADO

COUNTY OF Denver ss.

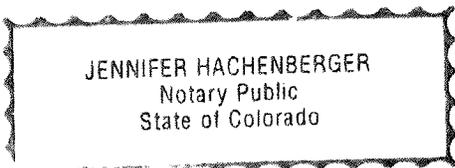
SUBSCRIBED AND SWORN to before me this 20th day of June, 2015 by



WITNESS my hand and official seal.

My commission expires: Nov 2016 

Second Amended Annexation Agreement – 6.26.15 - COE



Notary Public

(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION
ARB MIDSTREAM RAIL TERMINAL SITE

A TRACT OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AND EASTERLY OF COUNTY ROAD 33 RIGHT-OF-WAY; ALL OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN LYING EASTERLY OF COUNTY ROAD 33 RIGHT-OF-WAY; AND THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEING LOCATED IN THE CITY OF EVANS, WELD COUNTY, COLORADO. SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND 3-1/4" ALUMINIUM DISC MARKING THE ¼ CORNER COMMON TO SECTIONS 03 AND 02, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ALONG THE LINE COMMON TO SAID SECTIONS 03 AND 02, SOUTH 00°02'48" EAST, 1,166.07 FEET TO ITS INTERSECTION WITH THE SOUTHERN RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, BEING 75.00 FEET SOUTHERLY OF CENTERLINE WHEN MEASURED AT RIGHT-ANGLES THERETO;

THENCE ALONG SAID SOUTHERN RAILROAD RIGHT-OF-WAY NORTH 86°45'20" EAST, 30.05 FEET TO ITS INTERSECTION WITH THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 33, BEING 30.00 FEET EASTERLY OF SAID SECTION LINE WHEN MEASURED AT RIGHT-ANGLES THERETO AND TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY NORTH 86°45'20" EAST, 2,662.53 FEET TO ITS INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SECTION LINE OF SAID SECTION 02;

THENCE ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION LINE SOUTH 00°57'20" WEST, 1,765.28 FEET TO A FOUND 3-1/4" ALUMINIUM DISC MARKING THE ¼ CORNER COMMON TO SECTIONS 02 AND 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11 SOUTH 00°09'01" EAST, 2,644.44 FEET TO A FOUND 3-1/4" ALUMINIUM DISC MARKING THE CENTER ¼ CORNER OF SAID SECTION 11;

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 11 SOUTH 89°45'27" WEST, 1,319.09 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11;

THENCE ALONG THE WESTERN LINE OF THE SOUTHEAST ONE-QUARTER OF SAID NORTHWEST ONE-QUARTER NORTH 00°21'33" WEST, 1,324.89 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11;

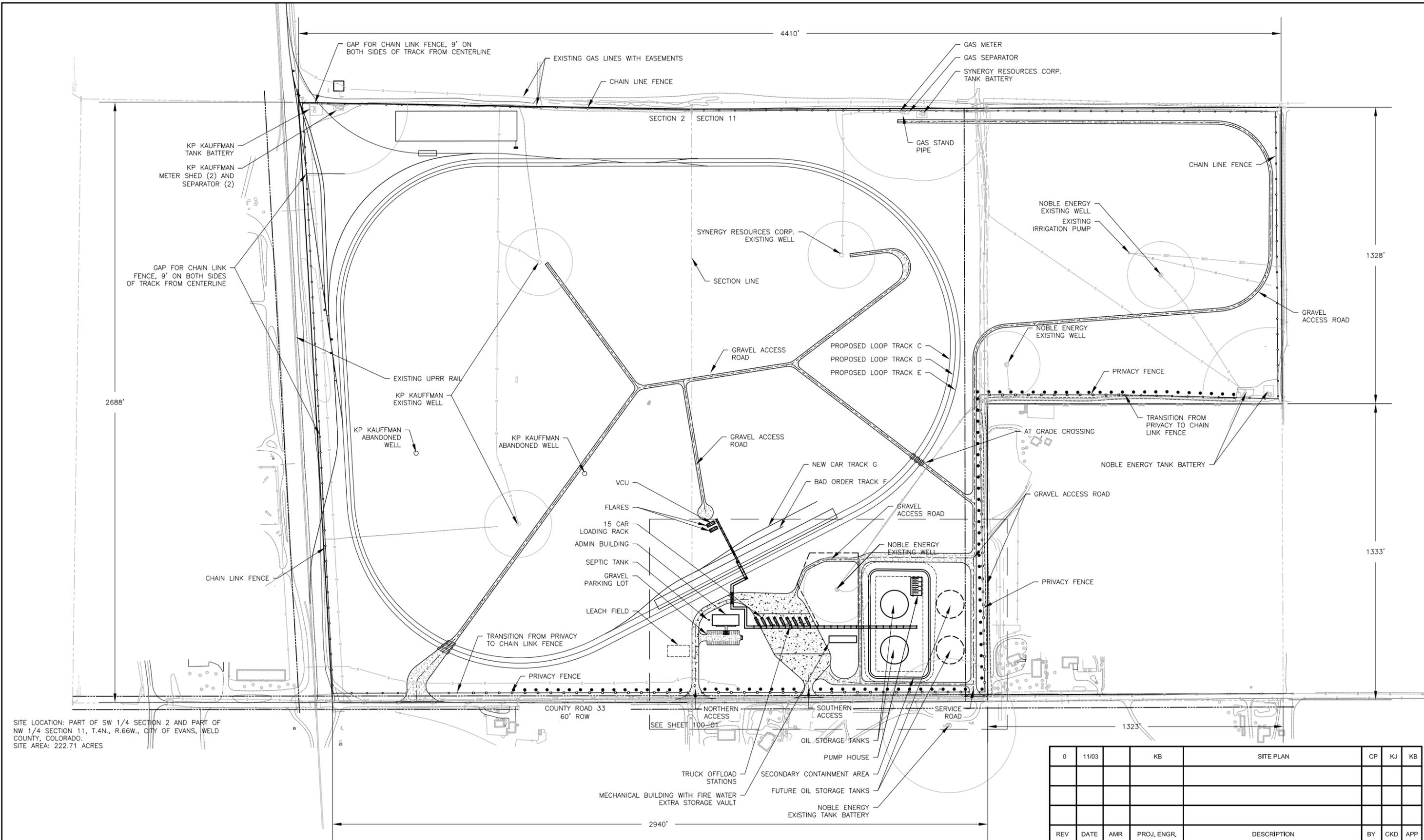
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER SOUTH 89°52'22" WEST, 1,293.92 FEET TO ITS INTERSECTION WITH THE EASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 33, BEING 30.00 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 11 WHEN MEASURED AT RIGHT-ANGLES THERETO;

THENCE ALONG SAID RIGHT-OF-WAY LINE PARALLEL TO THE WEST LINE OF SAID SECTION 11 NORTH 00°34'01" WEST, 1,327.66 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE PARALLEL TO THE WEST LINE OF SAID SECTION 02 NORTH 00°02'48" WEST, 1,614.77 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,689,036 SQUARE FEET / 222.430 ACRES, MORE OR LESS.

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SITE LOCATION: PART OF SW 1/4 SECTION 2 AND PART OF NW 1/4 SECTION 11, T.4N., R.66W., CITY OF EVANS, WELD COUNTY, COLORADO.
SITE AREA: 222.71 ACRES



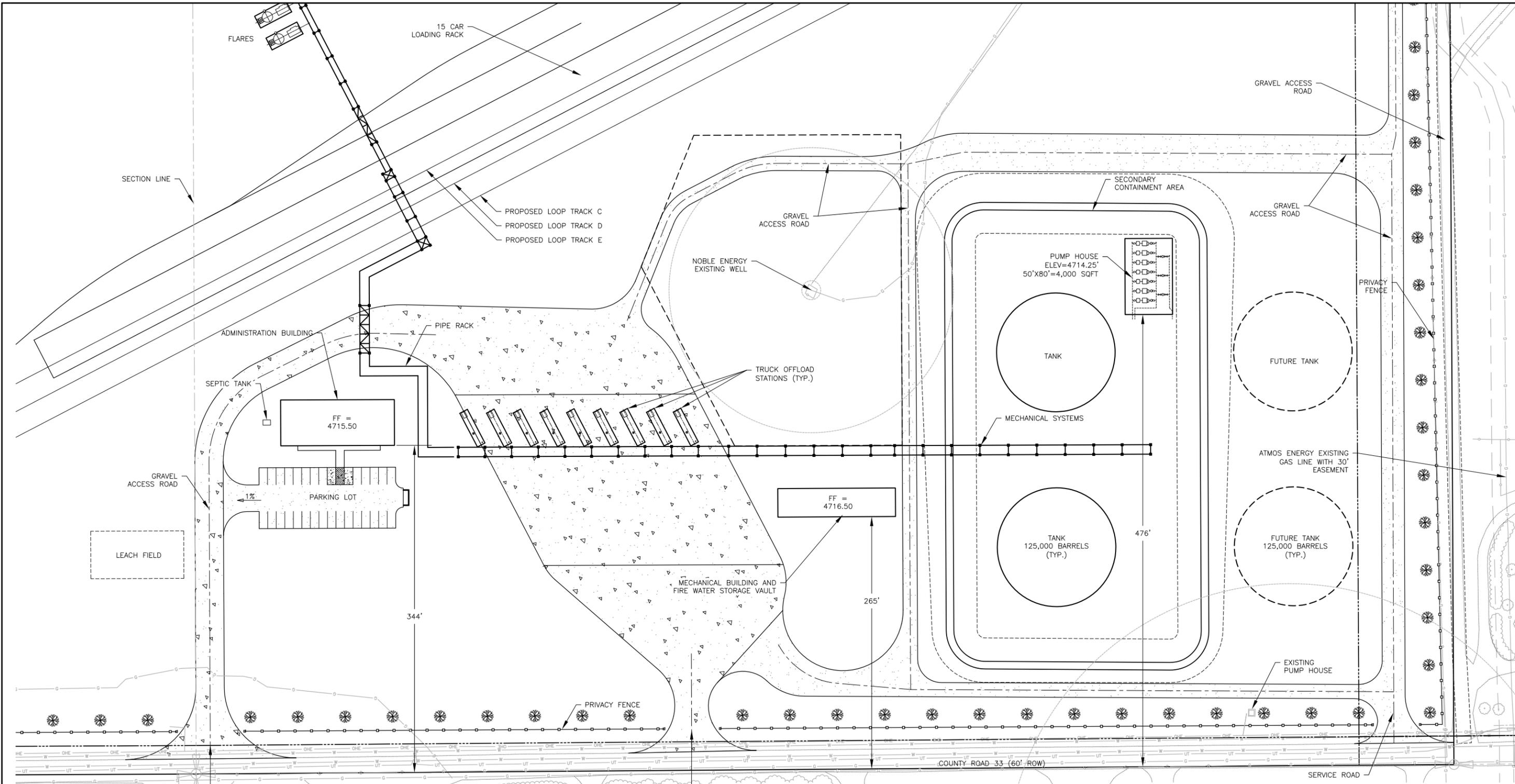
0	11/03		KB	SITE PLAN	CP	KJ	KB
REV	DATE	AMR	PROJ. ENGR.	DESCRIPTION	BY	CKD	APP

DRAWN BY: CRP
CHECKED BY: KJ
DATE: 12/12/2014
SHEET NUMBER: 100-00

LOCATION & DESCRIPTION:
M.P. 1.64, FORT COLLINS INDUSTRIAL LEAD
LA SALLE, WELD COUNTY, CO
TRACKAGE TO SERVE ARB MIDSTREAM

SHEET TITLE:
EXHIBIT B

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0	11/03		KB	DETAILED SITE PLAN	CRP	KJ	KB
REV	DATE	AMR	PROJ. ENGR.	DESCRIPTION	BY	CKD	APP

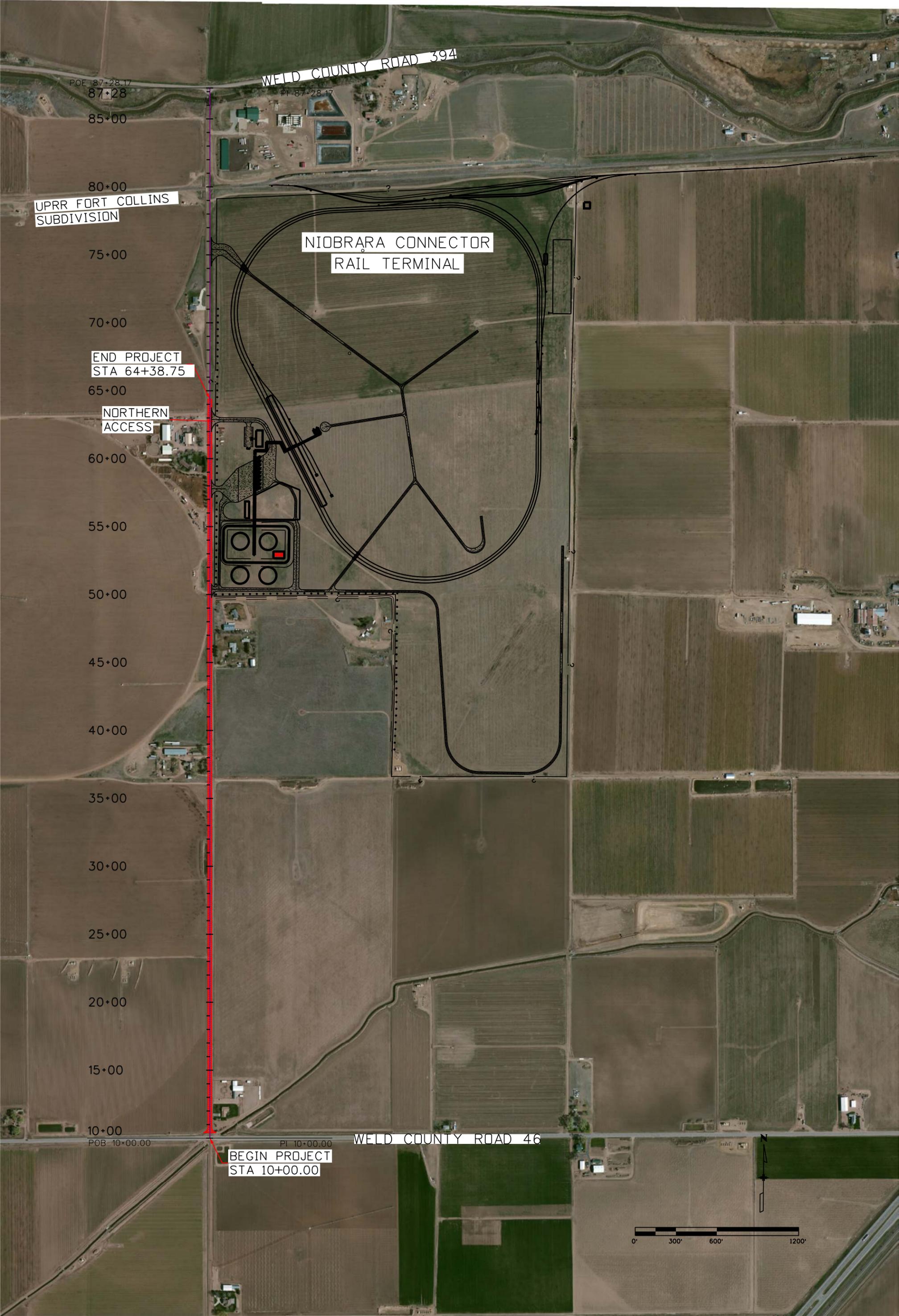


DRAWN BY: CRP
 CHECKED BY: KJ
 DATE: 12/12/2014
 SHEET NUMBER: 100-01

LOCATION & DESCRIPTION:
 M.P. 1.64, FORT COLLINS INDUSTRIAL LEAD
 LA SALLE, WELD COUNTY, CO
 TRACKAGE TO SERVE ARB MIDSTREAM

SHEET TITLE:
 EXHIBIT B-1

EXHIBIT D
CR 33 Roadway Improvements



WELD COUNTY ROAD 394

POE 87+28.17
87+28

85+00

80+00

UPRR FORT COLLINS
SUBDIVISION

75+00

NIOBARA CONNECTOR
RAIL TERMINAL

70+00

END PROJECT
STA 64+38.75

65+00

NORTHERN
ACCESS

60+00

55+00

50+00

45+00

40+00

35+00

30+00

25+00

20+00

15+00

10+00

POB 10+00.00

PI 10+00.00

WELD COUNTY ROAD 46

BEGIN PROJECT
STA 10+00.00

