

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 20 day of ^{March}February, 2023, but effective the 20 day of ^{March}February, 2023, by and between Town of Johnstown whose address is PO Box 609, 101 W. Charlotte St., Johnstown, Co. 80534 hereinafter called lessor (whether one or more), and PDC Energy, Inc. whose address is 1775 Sherman Street Suite 3000 Denver, Colorado 80203, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ***TEN AND MORE*** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Weld, State of Colorado described as follows, to-wit (the "leased premises"):

Township 4 North - Range 67 West, 6th PM

Sections 3, 4, 5 & 8: Those lands described on Exhibit A, attached hereto and made a part hereof.

... Containing approximately 27.6293 gross acres More or Less and subject to all existing easements and rights of way of record,

In addition, the leased premises shall include and lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated.

Notwithstanding anything to the contrary herein, this lease is a "no surface occupancy" lease. It is agreed and understood that the lessee shall not conduct any Operations on the surface of the leased premises unless otherwise agreed upon separately in writing with lessor. The lessee is granted the right to drill and operate directional or horizontal wells through, across and under the leased premises.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipeline on the leased premises to which lessee may connect its wells the equal 18.75 part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 18.75% of the gas sold or used, provided that on gas sold the royalty shall be 18.75% of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or gathers or transports gas off the leased premises, then Lessee shall pay Lessor a 18.75% royalty on the net proceeds received by lessee after accounting for such third party charges. In calculating royalties on production hereunder, lessee may deduct lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described herein.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any Operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit

shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. The term "force majeure" as used in this lease shall mean and include: acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, scarcity of or inability to obtain or use labor, material or equipment, federal or state law, or order, rule or regulation of governmental authority. If, by reason of force majeure, lessee is prevented from satisfying or meeting any condition of this lease, or from complying with any express or implied covenant thereof, or from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises, then while so prevented and for six months thereafter, such condition or covenant shall be suspended, and lessee shall be relieved of the obligation to comply with such condition or covenant and shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continued in force while and so long as lessee is prevented by force majeure from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises and for six months thereafter; and the time while lessee is so prevented, plus six months, shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

16. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder by, through and under Lessor, but not otherwise, and agrees that lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the leased premises in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

18. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

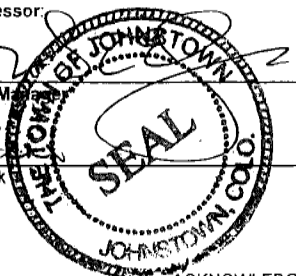
19. Lessor hereby grants to Lessee the option but not the obligation to extend the primary term of this lease, as to all or part of the leased premises, for an additional term of two years from the expiration of the primary term of this lease, and as long thereafter as oil and/or gas is produced from the lands covered by this lease. Lessee may exercise this option to extend this lease by paying to the Lessor, on or before the expiration date of the primary term of this lease at the address set forth above, an amount equal to the initial consideration paid for the execution of this lease proportionately reduced to the extent that Lessor extends the lease as to less than all of the leased premises.

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

Town Of Johnstown, Lessor:

Matthew LeCerf
Matthew LeCerf, Town Manager

Hannah Hill
Hannah Hill, Town Clerk



ACKNOWLEDGEMENT-CORPORATE - CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weid } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of MARCH, 2023, personally appeared Matthew LeCerf, to me personally known, who being by me duly sworn, did say that he is the Town Manager of The Town of Johnstown and that said instrument was signed on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

8.31.2020

Rachel Blazek

Notary Public for the State of Colorado



ACKNOWLEDGEMENT-CORPORATE - CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weid } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of MARCH, 2023, personally appeared Hannah Hill, to me personally known, who being by me duly sworn, did say that she is the Town Clerk of The Town of Johnstown and that said instrument was signed on behalf of said company.

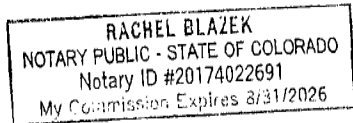
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

8.31.2020

Rachel Blazek

Notary Public for the State of Colorado



*Exhibit "A"***ADDENDUM**

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20 day of March, 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if one of the following "Operations" is satisfied on or before the end of the primary term: (i) actual drilling operations are commenced on the leased premises, or lands pooled or unitized therewith, in search of oil, gas, or their constituents, (ii) a well capable of production is located on the leased premises, or lands pooled or unitized therewith, or (iii) Lessee tenders to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased

premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than sixty (60) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within sixty (60) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.”

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

“1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor’s proportionate part of any ad valorem, production and excise taxes.”

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Market Enhancement Clause.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

“If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre

then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years.”

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

“Lessee’s obligations under this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to its obligations hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when operations are so prevented or delayed.”

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

“Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor’s default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor’s royalties or shut-in royalties.”

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party’s offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations

STATE OF Co)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of March, 2023, by Paul Whisenand, as Director of Land Ops of PDC ENERGY, INC., a Delaware corporation, on behalf of said corporation.

Nicole D Healy
Notary Public

My commission expires: 9.27.26

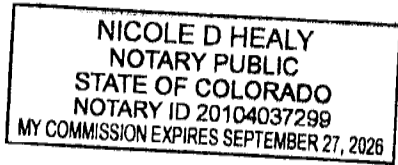


EXHIBIT "A"

This Exhibit is attached to that certain Paid Up Oil & Gas Lease dated ^{March} ~~February 20~~, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following 2 Tracts:

Tract 1: 13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

... Containing approximately 20.0001 gross acres

Township 4 North - Range 67 West
Section 4, the following 2 Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.4672 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.4821 acres, more or less

Township 4 North - Range 67 West
Section 5:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 2.21 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.0790 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.2240 acres, more or less

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Township 4 North - Range 67 West

Section 8, the following two (2) Parcels:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;

2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;

3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);

4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.