

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EVANS FIRE PROTECTION DISTRICT
FOR INCLUSION OF REAL PROPERTY**

THIS MATTER comes before the Board of Directors ("**Board**") of the Evans Fire Protection District ("**District**") upon the Petition of ARB Niobrara Connector, LLC ("**Landowner**"), which is the one hundred percent (100%) fee owner of certain real property more specifically identified in the Petition attached as **Exhibit A** ("**Property**"), to include the Property into the District's jurisdiction pursuant to C.R.S. § 32-1-401 of the Special District Act.

WHEREAS, the District is a political subdivision of the State of Colorado, formed pursuant to C.R.S. § 32-1-101, *et seq.* of the Special District Act, to provide fire suppression, fire prevention, rescue, hazardous materials, and emergency medical services (collectively, "**Emergency Services**") to the citizens and property within its jurisdiction;

WHEREAS, the Property currently is located within the jurisdiction and boundaries of the LaSalle Fire Protection District ("**LaSalle FPD**");

WHEREAS, the Property has been annexed into the jurisdiction and boundaries of the City of Evans ("**Evans**");

WHEREAS, in calendar year 2011, the City entered into an Intergovernmental Agreement for the Transfer of Emergency Services ("**IGA**") with the District. Pursuant to the IGA, it is the City's and District's intent that the District's boundaries and jurisdiction shall at all times include all property located within the City's corporate boundaries, as such boundaries may be adjusted from time-to-time through annexation or otherwise;

WHEREAS, pursuant to C.R.S. § 32-1-401(1)(b), the District duly published notice of a public meeting to be held on October 24, 2016, to consider the Landowner's Petition for Inclusion. The Notice of Public Meeting is attached as **Exhibit B**;

WHEREAS, on October 24, 2016, the District Board held a public meeting to consider the Landowner's request that the Property be included within the District's jurisdiction;

WHEREAS, during the October 24, 2016 public meeting, the District Board received no objection to the Landowner's request that the Property be included within the District's jurisdiction; and

WHEREAS, the Board of Directors has determined it is in the best interests of the District, the District's constituents, the Property, and the Landowner, and is consistent with the District's obligations under the IGA, that the Property be included within the District's jurisdiction immediately upon exclusion from LaSalle FPD's jurisdiction.

NOW THEREFORE, pursuant to C.R.S. § 32-1-401, the District Board hereby approves the inclusion of the Property identified in Exhibit A within the boundaries and jurisdiction of the Evans Fire Protection District immediately upon exclusion of the Property from LaSalle Fire Protection District's jurisdiction.

Pursuant to C.R.S. § 32-1-402(1)(b), after the date of inclusion into the District, the Property shall be subject to all of the taxes and charges imposed by the District and shall be liable for its proportionate share of the District's existing bonded indebtedness; however, the Property shall not be liable for any taxes or charges levied or assessed prior to its inclusion into the District, nor shall its entry into the District be made subject to or contingent upon the payment or assumption of any tax, rate, fee, toll, or charge that is not uniformly made, assessed, or levied for the entire District without the prior consent of the Landowner or approval of the electors of the Property.

ADOPTED this 24th day of October, 2016.

BOARD OF DIRECTORS OF THE
EVANS FIRE PROTECTION DISTRICT



Director



Director



Director



Director



Director

Exhibit A

**PETITION TO THE EVANS FIRE PROTECTION DISTRICT
FOR INCLUSION OF PROPERTY**

WHEREAS, the undersigned Petitioner is the 100% fee owner of certain real property, the legal description of which is attached ("Property");

WHEREAS, the Property is annexed to the City of Evans ("City"). The Property also currently is within, and receives fire and emergency services from, the LaSalle Fire Protection District ("LaSalle FPD");

WHEREAS, in 2011 the City organized the Evans Fire Protection District ("Evans FPD") to provide fire and emergency services to all property then annexed to, or that in the future may be annexed to, the City;

WHEREAS, as a condition of the Second Amendment to the Annexation Agreement ("Development Agreement"), entered into by and between Petitioner and the City, Petitioner is required to exclude the Property from LaSalle FPD's jurisdiction and include the Property into Evans FPD's jurisdiction; and;

WHEREAS, Petitioner has petitioned the Board of Directors of LaSalle FPD to exclude the Property, and desires to include the Property into Evans FPD immediately upon its exclusion from LaSalle FPD, stating:

1. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-401(1)(c)(I), the Evans FPD Board may grant or deny this Petition in whole or in part, and with any conditions it deems necessary and appropriate;

2. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-402, upon inclusion into Evans FPD, the Property shall be subject to all of the taxes and charges imposed by Evans FPD and shall be liable for the proportionate share of existing bonded indebtedness of Evans FPD; but the Property shall not be liable for any taxes or charges levied or assessed prior to its inclusion into Evans FPD; nor shall inclusion of the Property be made subject to or contingent upon the payment or assumption of any tax, rate, fee, toll, or charge, other than the taxes, rates, fees, tolls and charges which are uniformly made, assessed or levied for all of Evans FPD, without the prior consent of the Petitioners. The Property shall also be liable for its proportionate share of annual operation and maintenance charges and the cost of facilities of Evans FPD and taxes, rates, fees, tolls or charges shall be certified and levied or assessed therefore;

3. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-402(1)(c), the Petitioner may be required to pay a one-time processing fee incident to inclusion of the Property within Evans FPD. If a fee is required, Petitioner(s) agrees to pay the fee contemporaneously with the filing of this Petition; and,

4. The Petitioner understands and agrees it cannot withdraw this Petition without the consent of the Evans FPD Board of Directors after Evans FPD has published notice of a public hearing on the Petition.

NOW THEREFORE, pursuant to C.R.S. § 32-1-401(1), the Petitioner respectfully petitions the Board of Directors of the Evans FPD to include the Property into Evans FPD immediately upon its exclusion from LaSalle FPD.

Dated: 4/28/2016

ARB Niobrara Connector, LLC,

Adam Bedard

By: ADAM BEDARD

Title: CEO

Address: 11600 Broadway St, Ste 2400
Denver CO 80202

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

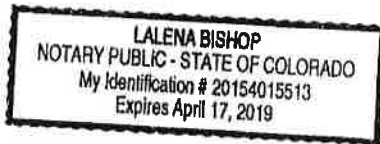
The foregoing instrument was acknowledged before me this 28 day of April, 2016, by Adam Bedard, the CEO of ARB Niobrara Connector, LLC.

Witness my hand and official seal.

L Bishop

Notary Public

My commission expires: April 17, 2019



4083279 02/13/2015 09:36 AM
Total Pages: 9 Rec Fee: \$51.00 Doc Fee: \$550.00
Carly Koppes - Clerk and Recorder, Weld County, CO

AFTER RECORDING RETURN TO:
Stinson Leonard Street LLP
6400 S. Fiddlers Green Circle, Suite 1900
Greenwood Village, CO 80111
Attn: Karen Samuels Jones, Esq.

SPECIAL WARRANTY DEED

Berrado Holdings, LLC, a Colorado limited liability company ("Grantor"), whose legal address is 800 8th Avenue, Suite 323, Greeley, CO 80631, Attn: Wayne A. Howard, for the consideration of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, in hand paid, **HEREBY SELLS AND CONVEYS** to ARB Niobram Connector, LLC, a Delaware limited liability company ("Grantee"), whose street address is 720 S Colorado Blvd, Penthouse North, Denver, CO 80246, Attn: Adam Bedard, its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the City of Evans, County of Weld, State of Colorado which is more particularly described on Exhibit A, attached hereto and incorporated by this reference ("Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right title, interest claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenance, except those matters shown on Exhibit B, attached hereto and incorporated by this reference

AND RESERVING UNTO GRANTOR 12 shares of Western Mutual Ditch Company Irrigation water stock and those rights described in that certain Restrictive Dry-Up Covenant; Grant of Easement; Warranty of First Right to Dry-Up Credit and Agreement to Assist, which is being executed in connection with this Deed and recorded in the real property records of Weld County, Colorado

BUT INCLUDING IN THIS CONVEYANCE, without warranties of any kind, all of Grantor's right, title and interest in and to all other water rights appurtenant to the Property, which are being conveyed pursuant to a Bargain and Sale Deed which is being executed in connection with this Deed and recorded in the real property records of Weld County, Colorado.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), their heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns, do covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

ARB / Berrado
Special Warranty Deed

AFTER RECORDING RETURN TO:
Stinson Leonard Street LLP
6400 S. Fiddlers Green Circle, Suite 1900
Greenwood Village, CO 80111
Attn: Karen Samuels Jones, Esq.

Recorded Electronically	
ID	4083279
County	Weld
Date	2-13-15
Time	9:30AM
Pages	9

SPECIAL WARRANTY DEED

Berrado Holdings, LLC, a Colorado limited liability company ("Grantor"), whose legal address is 800 8th Avenue, Suite 323, Greeley, CO 80631, Attn: Wayne A. Howard, for the consideration of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, in hand paid, HEREBY SELLS AND CONVEYS to ARB Niobrara Connector, LLC, a Delaware limited liability company ("Grantee"), whose street address is 720 S Colorado Blvd. Penthouse North, Denver, CO 80246, Attn: Adam Bedard, its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the City of Evans, County of Weld, State of Colorado which is more particularly described on Exhibit A, attached hereto and incorporated by this reference ("Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right title, interest claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenance, except those matters shown on Exhibit B, attached hereto and incorporated by this reference

AND RESERVING UNTO GRANTOR 12 shares of Western Mutual Ditch Company Irrigation water stock and those rights described in that certain Restrictive Dry-Up Covenant; Grant of Easement; Warranty of First Right to Dry-Up Credit and Agreement to Assist, which is being executed in connection with this Deed and recorded in the real property records of Weld County, Colorado

BUT INCLUDING IN THIS CONVEYANCE, without warranties of any kind, all of Grantor's right, title and interest in and to all other water rights appurtenant to the Property, which are being conveyed pursuant to a Bargain and Sale Deed which is being executed in connection with this Deed and recorded in the real property records of Weld County, Colorado.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), their heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns, do covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

ARB / Berrado
Special Warranty Deed

IN WITNESS WHEREOF, the Grantor has executed this deed as of the 10th day of February 2015.

Grantor:
Berrado Holdings, LLC
a Colorado limited liability company

By: Wayne A. Howard
Name: Wayne A. Howard
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 10th day of February, 2015, by Wayne A. Howard, as manager of Berrado Holdings, LLC.

Witness my hand and official seal.

My commission expires: Feb. 8, 2018

Zoe Ann Harwick
Notary Public

(SEAL) **ZOE ANN HARWICK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944002162
MY COMMISSION EXPIRES FEBRUARY 8, 2018**

ARB / Berrado
Special Warranty Deed

**Exhibit A
Legal Description**

Parcel 1:

A tract of land being all of the Southwest One-Quarter (SW1/4) of Section Two (2) lying South of the Union Pacific Railroad right-of-way, all of the North One-Half Northwest One-Quarter (N1/2 NW1/4) and the Southeast One-Quarter Northwest One-Quarter (SE1/4 NW1/4) of Section Eleven (11), Township Four (4) North, Range Sixty-Six (66) West of the 6th Principal Meridian, City of Evans, Weld County, State of Colorado.

Parcel 2:

An exclusive easement for ingress, egress and other beneficial interests, appurtenant to Parcel I, as described in the Perpetual Exclusive Easement Agreement recorded December 8, 2014 at Reception no. 4066798, as amended and fully restated by that certain Amended and Restated Perpetual Exclusive Easement Agreement recorded February 2, 2015 at Reception No. 4080154, and those certain consent and subordinations recorded on February 4, 2015 at Reception No. 4080757 and February 4, 2015 at Reception No. 4080758.

EXHIBIT B

PERMITTED EXCEPTIONS

As to Parcels 1 and 2:

1. Taxes and assessments for 2015 and subsequent years, a lien not yet due and payable.
2. That certain Deed of Trust, to be recorded in the real estate records as a purchase money mortgage following acquisition of the Landlord's Property by Landlord, which Deed of Trust will be granted to the Public Trustee for the County of Weld for the benefit of Berrado Holdings, LLC, and any replacement mortgage or deed of trust recorded upon the title to the Landlord's Property.
3. That certain Ground Lease and Services Agreement dated January 16, 2015, by and between ARB NIOBRARA Connector, LLC and D&I Silica, LLC, as evidenced by a certain Agreement of Subordination, Nondisturbance and Attornment dated as of February 13, 2015, between Berrado Holdings, LLC, as lender, D&I Silica, LLC, as tenant and ARB NIOBRARA Connector, LLC, as borrower, which will be recorded subsequent to the recording of the document to which these permitted exceptions are attached.

As to Parcel 1:

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 recorded October 14, 1889 in Book 86 at 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 recorded April 22, 2005 at Reception No. 3280070.

Note: The above resolution by the Board of County Commissioners recorded October 14, 1889 in Book 86 at 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.

11. Right of way, for the Great Bend Reservoir No. 6 and Outlet Ditch as evidenced by Map and Statement filed October 8, 1898 at Filing No. 68526 filed in the Weld County Clerk & Recorder's Office, insofar as the same may affect subject property.
12. Right of way, for the Beverly Manning Well No. 1 as evidenced by Map and Statement filed October 14, 1954 at Filing No. 1194913 filed in the Weld County Clerk & Recorder's Office, insofar as the same may affect subject property.
13. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Colorado-Wyoming Gas Company, as described in instrument recorded Policy No. 63-0001362 February 25, 1949 in Book 1242 at Page 498.
14. Oil and gas lease between Union Pacific Railroad Company and Pan American Petroleum Corp. recorded August 14, 1970 at Reception No. 1553082, and any interests therein or rights thereunder.

15. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Panhandle Eastern Pipe Line Company, as described in instrument recorded March 14, 1977 in Book 791 at Reception No. 1713459.

16. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded September 21, 1983 in Book 1008 at Reception No. 1941176.

17. Oil and gas lease between Union Pacific Resources Company and Sunshine Valley Petroleum Corporation recorded February 28, 1988 at Reception No. 2132289, and any interests therein or rights thereunder.

18. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded January 3, 1992 in Book 1322 at Reception No. 2274064.

19. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded April 16, 1993 in Book 1392 at Reception No. 2329275.

20. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Swanson & Morris Ltd., as described in instrument recorded July 15, 1993 in Book 1392 at Reception No. 2341173.

21. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Greeley Gas Company a division of Atmos Energy Corporation, as described in instrument recorded July 14, 1995 in Book 1501 at Reception No. 2446612.

22. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Soco Wattenberg Corporation, as described in instrument recorded August 15, 1996 in Book 1561 at Reception No. 2506630.

23. 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 recorded August 27, 1896 in Book 34 at Page 399.

24. 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 recorded July 22, 1909 in Book 233 at Page 233, and any interests therein or rights thereunder.

NOTE: Request for Notification of Surface Development recorded May 28, 2002 at Reception No. 2955105.

25. Oil and gas lease between Victor R. Hill and Charlotte T. Hill and F & C Energy Resources Incorporated recorded July 6, 1983 in Book 1001 at Reception No. 1932482, and any interests therein or rights thereunder.

Note: Extension of the above lease as claimed by affidavit of Production, pursuant to C.R.S. 38-42-106, recorded August 20, 1984 in Book 1040 at Reception No. 1978175.

Note: Amendment to the Affidavit of Lease Extension by Production recorded August 23, 1984 in Book 1041 at Reception No. 1978777.

26. Reservations made by Victor R. Hill and Charlotte T. Hill, as described in deed recorded April 27, 1984 in Book 1028 at Reception No. 1964729, and any interests therein or rights thereunder.

27. Terms, agreements, provisions, conditions and obligations as contained in Surface Owner's Agreement recorded February 25, 1988 in Book 1186 at Reception No. 2131940.

28. Terms, agreements, provisions, conditions and obligations as contained in Irrigation Well Agreement recorded April 27, 1984 in Book 1028 at Reception No. 1964731.

29. Terms, agreements, provisions, conditions and obligations as contained in Valve Site Contract recorded May 26, 1988 in Book 1197 at Reception No. 2142476.

30. Oil and gas lease between Union Pacific Resources Company and United States Exploration, Inc. recorded May 22, 1998 at Reception No. 2614671, and any interests therein or rights thereunder.

32. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement and Plat recorded November 19, 2004 at Reception No. 3237183 and at Reception No. 3237186.

33. Terms, agreements, provisions, conditions, obligations and easements as contained in Water Supply Agreement, recorded December 18, 2006 at Reception No. 2824675 (Boulder County).

35. Request for Notification of Pending Surface Development recorded by K.P. Kauffman Company, Inc. (KPK) August 6, 2007 at Reception No. 3495293.

36. Request for Notification of Pending Surface Development recorded by Merit Management Partners I L.P., et al August 24, 2007 at Reception No. 3499549.

37. Request for Notification (Mineral Estate Owner) recorded by Kerr-McGee Oil & Gas Onshore LP December 21, 2007 at Reception No. 3525268.

38. Request for Notification of Pending Surface Development recorded by Noble Energy, Inc. October 15, 2007 at Reception No. 3511023.

39. Terms, agreements, provisions, conditions, obligations and easements as contained in Surface Use Agreement, recorded June 26, 2008 at Reception No. 3563205.

40. Terms, agreements, provisions, conditions, and obligations as contained in Grant of Easement and Right of Way, recorded February 28, 2012 at Reception No. 3828032 and amendment recorded March 21, 2012 at Reception No. 3833393.

41. Terms, agreements, provisions, conditions, obligations and easements as contained in Dry-Up Covenant & Grant of Easement, as disclosed by contract (Not yet Recorded).

42. Terms, agreements, provisions, conditions, obligations and easements as contained in Surface Use Agreement, as disclosed by contract (Not yet Recorded).

43. Ingress and egress, if any, of the Union Pacific Railroad Company in and to the right-of-way line of said railroad adjoining the North boundary of the property herein insured.

44. All items as set forth on the Improvement Survey Plat prepared by Alles, Taylor & Duke, LLC dated July 16, 2014, Project No. 2014-139 including but not limited to Title Notes, Surveyor Notes and Partial List of Apparent Encroachments.

68. Terms, agreements, provisions, conditions, obligations and easements as contained in Perpetual Exclusive Easement Agreement, dated as of December 1, 2014, and recorded with the clerk and recorder of Weld County, Colorado on December 8, 2014 at Reception no. 4066798, as amended and fully restated by that certain Amended and Restated Perpetual Exclusive Easement Agreement recorded in the Records on February 2, 2015 at Reception No. 4080154, and those certain Consents recorded on February 4, 2015 at Reception No. 4080757 and February 4, 2015 at Reception No. 4080758.

As to Parcel 2:

45. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to The Lower Latham Ditch Company, as described in instrument recorded July 21, 1891 at Reception No. 37323.

46. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Union Ditch, as described in instrument recorded July 3, 1909 at Reception No. 143256.

47. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to McMillan Seep and Drainage, as described in instrument recorded January 26, 1910 at Reception No. 150665.

48. The Neres Canal and right-of-way therefor, as evidenced by map recorded January 21, 1910 at Reception No. 150437.

49. Right-of-way granted to Union Pacific Railroad by instrument recorded November 22, 1909 at Reception No. 147521.

50. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Colorado-Wyoming Gas Company, as described in instrument recorded February 25, 1949 at Reception No. 1052542.

51. Oil and gas lease between Miller Feed Lots, Inc. and T.S. Pace recorded March 26, 1970 at Reception No. 1544404, and any interests therein or rights thereunder.

52. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Panhandle Eastern Pipeline Company, as described in instrument recorded January 25, 1977 at Reception No. 1709705.

53. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded October 10, 1983 at Reception

No. 1943074.

54. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Natural Gas Associates, as described in instrument recorded February 23, 1984 at Reception No. 1956975.

55. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Gas Associates, as described in instrument recorded June 4, 1984 at Reception No. 1969199.

56. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded January 5, 1988 at Reception No. 2126848.

57. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded April 16, 1993 at Reception No. 2329243.

58. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Associated Natural Gas, Inc., as described in instrument recorded April 19, 1993 at Reception No. 2329244.

60. Notice of Oil and Gas Interests and Surface Use recorded by HS Resources, Inc. December 12, 2000 at Reception No. 2812785.

61. Terms, agreements, provisions, conditions, obligations and easements as contained in Surface Use Agreement, recorded August 29, 2008 at Reception No. 3575449.

62. Deed of Trust from Petrocco Family Limited Partnership, LLLP, David A. Petrocco and Susan K. Petrocco, to the Public Trustee of the County of Weld for the use of Bank of Colorado to secure \$3,000,000.00, dated April 16, 2010 and recorded April 20, 2010 at Reception No. 3688136, which has been subordinated to the easement described in exception no. 68 below.

63. Deed of Trust from Petrocco Family Limited Partnership LLLP to the Public Trustee of the County of Weld for the use of David A. Petrocco, Susan K. Petrocco and David Petrocco Farms, Inc. to secure \$1,047,000.00, dated October 19, 1999 and recorded October 21, 1999 at Reception No. 2728094, Subordination Agreement Recorded April 28, 2010 at Reception No. 3689767, which has been subordinated to the easement described in exception no. 68 below.

64. Request for Notification of Pending Surface Development recorded by K.P. Kauffman Company, Inc. (KPK) August 6, 2007 at Reception No. 3495293.

65. Request for Notification of Pending Surface Development recorded by Merit Management Partners I L.P., et al August 24, 2007 at Reception No. 3499549.

66. Request for Notification (Mineral Estate Owner) recorded by Kerr-McGee Oil & Gas Onshore LP December 21, 2007 at Reception No. 3525268.

67. Request for Notification of Pending Surface Development recorded by Noble Energy, Inc. October 15, 2007 at Reception No. 3511023.

68. Terms, agreements, provisions, conditions, obligations and easements as contained in Perpetual Exclusive Easement Agreement, dated as of December 1, 2014, and recorded with the clerk and recorder of Weld County, Colorado on December 8, 2014 at Reception no. 4066798, as amended and fully restated by that certain Amended and Restated Perpetual Exclusive Easement Agreement recorded in the Records on February 2, 2015 at Reception No. 4080154, and those certain Consents recorded on February 4, 2015 at Reception No. 4080757 and February 4, 2015 at Reception No. 4080758.

Exhibit B

**NOTICE OF PUBLIC MEETING
ON PETITION FOR INCLUSION OF PROPERTY INTO THE
EVANS FIRE PROTECTION DISTRICT**

PLEASE TAKE NOTICE that at 7:00 p.m. on October 24, 2016, the Board of Directors of the Evans Fire Protection District ("Fire District") will hold a public meeting to consider a Petition by ARB Niobrara Connector, LLC, a Delaware limited liability company located at 1600 Broadway Street, Suite 2400, Denver, CO 80202, to include into the Fire District's jurisdiction and boundaries the following real property, which currently is located within the LaSalle Fire Protection District:

222.754 ACRES OF LAND, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH P.M., LOCATED SOUTH OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 66 WEST, OF THE 6TH P.M., CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO.

Copies of the Petition and the legal description of the real property subject to the requested inclusion may be obtained from the Fire District at its administrative office, located in the Evans Community Complex, 1100 37th Street, Evans, CO 80620; (970) 475-1118.

The public meeting will be held in the Council Chambers of the Evans Community Complex, located at the address above. Questions prior to the public meeting should be directed to Fire Chief Ron Pristera, (970) 475-1118.

All interested persons, municipalities, or counties that may be able to provide service to the above-identified real property shall appear at the public meeting and show cause in writing why the Board of Directors of the Fire District should not adopt a final resolution and order approving inclusion of the real property. The Board of Directors may continue the public meeting to a subsequent meeting. The failure of any person within the Fire District to file a written objection shall be taken as an assent on his or her part to the inclusion of the property into the Fire District's jurisdiction.

BY ORDER OF THE BOARD OF DIRECTORS OF THE
EVANS FIRE PROTECTION DISTRICT

By: /s/ Steven Bernardo
Secretary of the District

