

and before me, the  
aforesaid, E. M.  
one who signed the  
pro same as his  
therein expressed.  
The seal, this the

190.  
To Noble  
Notary Public.

6909.  
The Payment  
1.00 Dollars  
& Company  
& and existing under  
traska, hereby sells  
istrict No Nine  
County, Colo-  
red real estate,  
eld and State of  
  
in the East line  
four hundred  
No. One (1)  
skline of Shirley  
hree hundred (300)  
undred (300) feet,  
ee hundred (300)  
  
with East quarter  
ight (8) North, of  
  
covenants with  
f Weld County,  
that they are  
hereto against  
the taxes for the  
whereafter.  
The Lincoln

Corporate Seal } Land Company has hereunto set his hand, and affixed  
the seal of the Company this tenth day of July A.D. 1889.

Countersigned  
R. O. Phillips, Secretary.  
Witness Signature of President:  
E. R. Haubold

H. B. Scott, President

State of Iowa }  
Des Moines County } ss.

Be it Known That on this 20th day of July A.D. 1889, before  
me a Notary Public in and for said County personally appeared H. B. Scott,  
President of The Lincoln Land Company, who is personally known  
to me to be the identical person whose name is subscribed to the foregoing  
instrument as said President, and then and there acknowledged the ex-  
ecution of said instrument to be the voluntary act and deed of said  
Company.



Witness my hand and Notarial seal on the day last above  
written.  
W. D. Eaton, Notary Public.

34283.  
Transcript of Proceedings  
of  
Board of County Commissioners  
of Weld County, Colorado.  
Declaring all Section and Township  
lines on the Public Domain of the  
United States within Weld County,  
Col. to be County Roads, etc.  
Filed for record at 4 o'clock  
P. M. October 14th 1889.  
T. P. Frost,  
Recorder.

State of Colorado  
County of Weld ss:-

Be it remembered that on the 12th day  
of October A.D. 1889, the same being one of  
the regular days of the October meeting of the  
Board of County Commissioners of the County  
of Weld, in the State of Colorado, which regu-  
lar meeting was duly convened upon Monday,  
the 7th day of October, A.D. 1889, and duly  
adjourned from day to day until said 12th day  
of October, 1889, the following proceedings in  
ter alia were duly had and entered of record  
upon the minutes of the proceedings of said  
board, that is to say:

On Motion of Commissioner S. H. Southard seconded by Com-  
missioner J. S. Barber the following order was unanimously adopted:-  
Whereas, Section 2477 of the Revised Statutes of the United  
States provides: -  
The right of way for the construction of highways over public lands,  
not reserved for public uses, is hereby granted.  
And Whereas, by virtue of an Act of the General Assembly  
of the State of Colorado, entitled: -  
An Act to Amend Section 4 of Chapter 95 of the General  
Statutes of the State of Colorado, entitled "Roads and Highways"  
passed April 7, 1885, it is provided  
The Commissioners of the County of Weld, do hereby



by an order of the Board declare any section or township line on the public domain, a public highway, and on and after the date of such order, it shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds. The road so laid out shall be a public highway.

And Whereas, the public interests require that there be public highways on all section and township lines on the United States public domain, within the limits of the County of Weld,

It is hereby Ordered, by the Board of County Commissioners of the County of Weld that all section and township lines on the public domain of the United States, within the County of Weld and State of Colorado, to wit: in Townships 7, 8, 9, 10, and 11, North, in Ranges 56, 57, 58, 59, and 60, West, of the Sixth Principal Meridian; Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, North, in Ranges 61, 62, 63, 64, 65, 66, and 67, West of the Sixth Principal Meridian, and Townships 1, 2, 3, and 4, North, in Range 68, West of the Sixth Principal Meridian, and in Sections 19 to 36, inclusive, in Township 12, North, in Ranges 56 to 67, inclusive, West of the Sixth Principal Meridian, be and the same hereby are declared to be the centre of public highways or County roads, which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said Section and Township lines.

And be it further Ordered that a duly certified transcript of the order and action of this board concerning said public highways, duly attested by the Clerk of this board, under the seal of the County of Weld, shall be forthwith prepared and recorded in the office of the County Clerk and Recorder of deeds, of Weld County, Colorado.

And be it further Ordered that the County Clerk and Recorder of Weld County, Colorado, be and he is hereby instructed, when said certified order is so recorded, to prepare three certified transcripts of such recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado, another to the Honorable Register and Receiver of the Land Office at Denver, Colorado, and another to the Honorable Commissioner of the General Land Office, at Washington, D. C., and that said County Clerk and Recorder shall make report of his acts and doings hereunder, to the next meeting of this board.

I, Frank P. Frost, County Clerk of the County of Weld, and ex officio Clerk of the Board of County Commissioners of the County of Weld and State of Colorado,

Do hereby Certify the above and foregoing to be a true and correct copy from the minutes and record of the proceedings of the Board of County Commissioners of the County of Weld, on the 12th day of October, 1909, the same being one of the regular days of the regular October A. D. 1909 meeting of said Board of County Commissioners.

In Witness Whereof, I do hereby affix my hand as said County Clerk, as attested by the official seal of the County of Weld, this 12th day of October, A. D. 1909.



Sherr Jacob A. Wald

Prince George Filed for A. M. C

Fr. John on the 10 thereof, according and the N Wolave in con do here their be Th West h four (3 6 of Pe Nathan since the judges the Con Sibie to have thousand their be W4

State Court

in the Sta of Weld ed to the ledged to ment, a

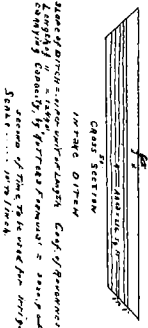
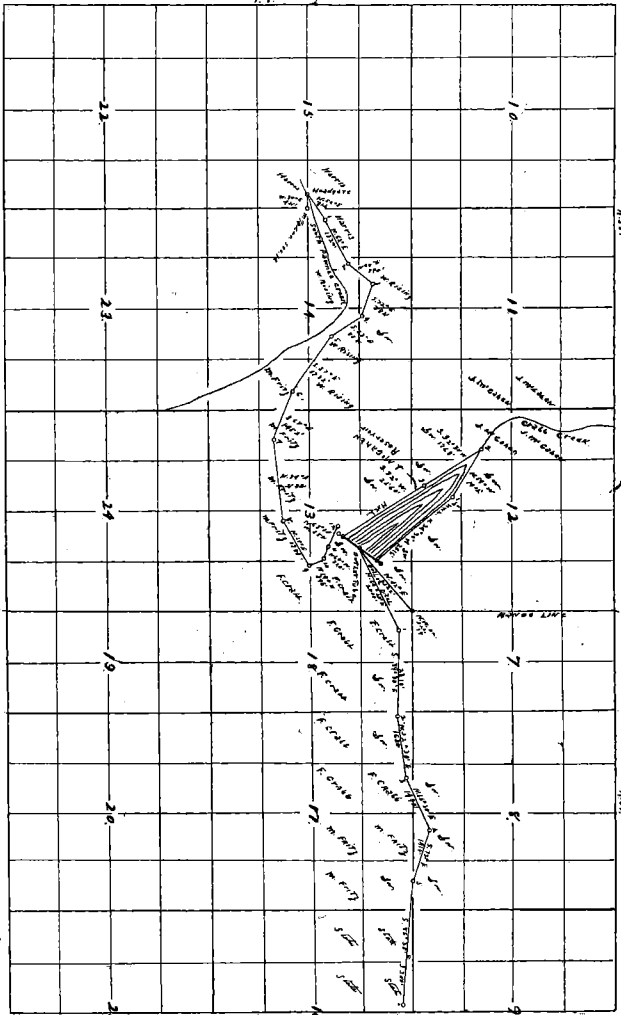


My Comm

# MAP

OF THE J MCGAHEN RESERVOIR.  
WELD COUNTY COLORADO.

IRRIGATION DIVISION No. 1 WATER DISTRICT No. 64  
TOWNSHIP 8 NORTH RANGE 58 WEST  
COURSES TRUE MAGNETIC VARIATION 14° E.  
SCALE OF MAP 1 inch = 1320 feet.



RESERVOIR - 1000' DIAMETER, CAP OF RESERVOIR 14" WIDE  
LENGTH OF - 100' (APPROXIMATE) - 100' WIDE  
COURSES TRUE MAGNETIC VARIATION 14° E.  
SCALE OF MAP 1 inch = 1320 feet.

Map of Reservoir and Section  
No. 1 of Irrigation Division No. 1  
Water District No. 64  
Township 8 North Range 58 West  
Courses True Magnetic Variation 14° E.

SECTION	AREA	PERCENTAGE
1	1.2	1.2
2	1.2	1.2
3	1.2	1.2
4	1.2	1.2
5	1.2	1.2
6	1.2	1.2
7	1.2	1.2
8	1.2	1.2
9	1.2	1.2
10	1.2	1.2
11	1.2	1.2
12	1.2	1.2
13	1.2	1.2
14	1.2	1.2
15	1.2	1.2
16	1.2	1.2
17	1.2	1.2
18	1.2	1.2
19	1.2	1.2
20	1.2	1.2
21	1.2	1.2
22	1.2	1.2
23	1.2	1.2
24	1.2	1.2

Duplicate.

From all maps by this engineer and all unapproved maps, the same shall be destroyed by the engineer on the expiration of the term of the map. No map shall be used for any purpose other than that for which it was made. The engineer shall be held responsible for the accuracy of the map. The engineer shall be held responsible for the accuracy of the map. The engineer shall be held responsible for the accuracy of the map.

State of Colorado ) ss  
County of Logan ) ss  
J. McGahen, Engineer, do hereby certify that the map and section are true and correct according to the best of my knowledge and belief. Subscribed and sworn to before me this 9th day of April, A.D. 1919 at my commission expires  
William E. Rogers  
Notary Public

State of Colorado ) ss  
County of Logan ) ss  
W. J. McGahen, Engineer, do hereby certify that the map and section are true and correct according to the best of my knowledge and belief. Subscribed and sworn to before me this 9th day of April, A.D. 1919 at my commission expires  
W. J. McGahen  
Notary Public

State of Colorado ) ss  
County of Logan ) ss  
W. J. McGahen, Engineer, do hereby certify that the map and section are true and correct according to the best of my knowledge and belief. Subscribed and sworn to before me this 9th day of April, A.D. 1919 at my commission expires  
W. J. McGahen  
Notary Public

State of Colorado ) ss  
County of Logan ) ss  
W. J. McGahen, Engineer, do hereby certify that the map and section are true and correct according to the best of my knowledge and belief. Subscribed and sworn to before me this 9th day of April, A.D. 1919 at my commission expires  
W. J. McGahen  
Notary Public

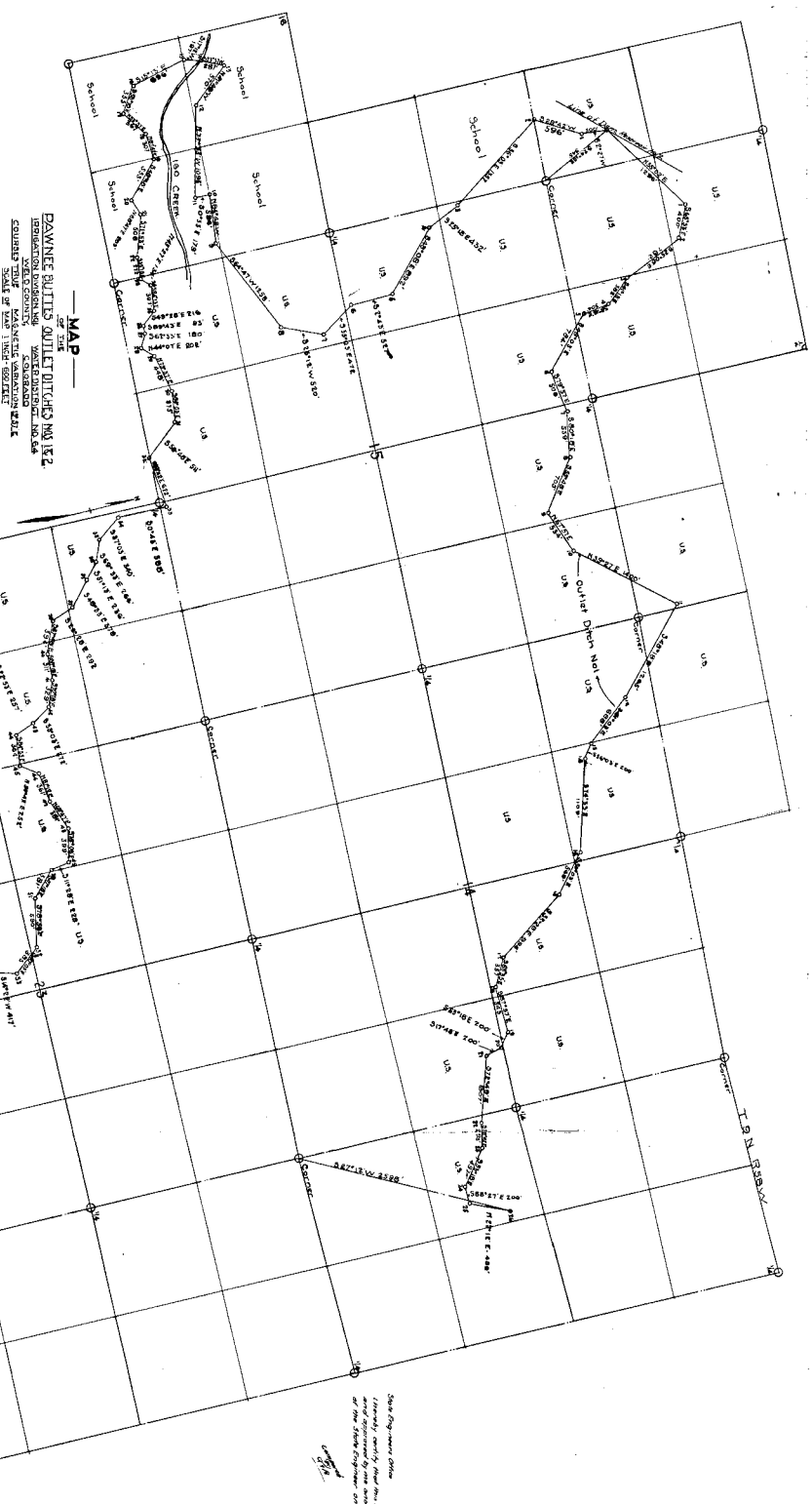
State of Colorado ) ss  
County of Logan ) ss  
W. J. McGahen, Engineer, do hereby certify that the map and section are true and correct according to the best of my knowledge and belief. Subscribed and sworn to before me this 9th day of April, A.D. 1919 at my commission expires  
W. J. McGahen  
Notary Public

State of Colorado ) ss  
County of Logan ) ss  
W. J. McGahen, Engineer, do hereby certify that the map and section are true and correct according to the best of my knowledge and belief. Subscribed and sworn to before me this 9th day of April, A.D. 1919 at my commission expires  
W. J. McGahen  
Notary Public

File 695

26

Map 1009  
W. J. McGahen  
Notary Public  
Weld County, Colorado  
1919



**DISCLAIMER BY THE SURVEYOR:** This map was prepared from the original field notes and other authentic sources of data furnished to the Surveyor by the landowners and other persons who claim to be the owners of the lands shown on this map. The Surveyor has no knowledge of any other sources of information and is not responsible for any errors or omissions in this map. The Surveyor's only duty is to prepare a map that accurately reflects the information furnished to him.

**STATE OF IOWA**  
 COUNTY OF LINCOLN  
 STATE OF IOWA

**STATE OF IOWA**  
 COUNTY OF LINCOLN

Subscribed and sworn to before me this 12th day of April, 1908  
 My Commission expires the 12th day of April, 1910  
 J. H. B. [Signature]

Witness my hand and the seal of said County this 12th day of April, 1908  
 J. H. B. [Signature]

Done this 12th day of April, 1908  
 at [Location] in the County of Lincoln, State of Iowa  
 J. H. B. [Signature]  
 Surveyor

345  
 915 1/4 Sec 12  
 Charles Lewis  
 2548



THE UNITED STATES OF AMERICA.

To all Whom these Presents shall come, GREETING:

Homestead Certificate No. 1843.

APPLICATION 1553

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN" and the Acts supplemental thereto, the claim of

Flora Crabb

has been established and duly consummated, in conformity to law, for the northeast quarter of the Northwest quarter and the south half of the Northwest quarter of Section Seventeen of the Lot Four of Section Eighteen in Township eight north of Range fifty seven west of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said

Flora Crabb

the tract of land

above described: TO HAVE AND TO HOLD the said Tract of Land, with the appurtenances thereof, unto the said

Flora Crabb

and to her heirs and assigns forever; 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 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; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF,

Theodore Roosevelt

President of the

United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the fifth day of November in the year of our Lord One Thousand nine hundred and eight and of the Independence of the United States the One Hundred and thirty third.

BY THE PRESIDENT:

Theodore Roosevelt

Secretary.

M. W. Young

Recorder of the General Land Office.

N. W. Sanford



Patent Number

Recorded. 27631, Vol. - , Page

Filed for Record the

3.

day of June, A. D. 1914, at 4:25 o'clock P. M.

BY CONVEY & P. No. 20203

J. E. Duval County Clerk and Recorder. W. H. Delbridge Deputy.

Vertical handwritten notes on the right margin, including "Department of the Interior" and "General Land Office".



418+231

4-1003  
Nov 28 1913  
THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Stirling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Oliver E. Rising, widow of Walter W. Rising  
has been established and duly consummated, in conformity to law, for the east half of the North-  
west quarter of the South half of the Northeast quarter  
of Section fourteen in Township eight north of  
Range fifty eight west of the Sixth Principal  
Meridian, Colorado, containing one hundred  
and fifty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the United States unto the said claimant the tract of Land above described: To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Woodrow Wilson, President of the United States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the twentieth day of November, in the year of our Lord one thousand nine hundred and thirteen and of the Independence of the United States the one hundred and thirty-eighth.

BY THE PRESIDENT: Woodrow Wilson

By M. P. L. Perry SECRETARY

L. C. Lamm  
Recorder of the General Land Office



Recorded: Patent No. 366282

No. 222470 COMPARED BY JOHNSON  
STATE OF COLORADO, }  
COUNTY OF WELD. } ss.

Filed for Record at 11:22 o'clock P.M., Dec 6, 1913

By Richard

posted  
reads to  
of  
hair  
case  
do  
above  
to the  
manu-  
factured,  
nted, a  
tates of  
he year  
undred  
on  
ENTARY.  
Office.  
ORDER.  
MPUTY.



507-307

307

U. S. LAND PATENT - The G. F. Henshaw Check Book & 11000 Co., Denver, Colo., 172111

4-1003

6

Survey 022703

# The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Durango, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1802, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Leon E. Squiers has been established and duly consummated, in conformity to law, for the

*Lots two, three, six, seven, and eight of section six in Township eight north of Range fifty-seven west of the Sixth Principle meridian, Colorado, containing two hundred and sixty-nine hundredths acres.*

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described;

TO HAVE AND TO HOLD the said Tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, *in District of Columbia* at the ~~City of Washington~~ *City of Washington*, the Sixteenth day of April in the year of our Lord one thousand nine hundred and Nineteen and of the Independence of the United States the one hundred and Forty - Third.

By the President: Woodrow Wilson

By M. P. Leroy, Secretary.

L. G. C. Lamar  
Recorder of the General Land Office.

RECORDED: Patent Number 674548

No. 299963 COMPARED BY MILLEN & HUGHES

STATE OF COLORADO, )  
COUNTY OF WELD )

Filed for record at 10<sup>25</sup> o'clock A. M. May 26 1919

Chas. E. Littell

Recorder.

By Effie C. Littell

Deputy.

RECORDED BY LANGTRY

deposited in  
files on the  
baugh

with  
city

libed;  
assigns of  
rights to  
decisions  
of the

no United  
hereunto

nee of the

Secretary

Office.

under.

deputy.

WARRANTY DEED RECORD.—For Sale by The C. F. Woodard Bros' Book & Station Co., Denver, Colo. 1916

COMPANY OF MILLER & FUGNER

No. 318664

WARRANTY DEED

FROM Harry C. Hill

TO

Abraham L. Hill

STATE OF COLORADO, } ss.  
County of Weld.

This Warranty Deed was filed for record at 3:00 P.M., Feb. 6, 1922.

Chas. E. Sittell  
Recorder.

By H. C. Cooper  
Deputy.

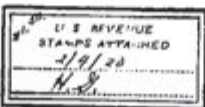
This Deed, Made this Thirtieth day of January in the year of our Lord one thousand nine hundred and Twenty, between Harry C. Hill

of the County of Held and State of Colorado, of the first part, and Abraham L. Hill

of the County of Held and State of Colorado, of the second part:

WITNESSETH, That the said part 4 of the first part, for and in consideration of the sum of One (1.00) Dollars and other valuable considerations DOLLARS, to the said part 4 of the first part in hand paid by the said part 4 of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 4 of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Weld and State of Colorado, to-wit:

Shed one-half (1/2) of the Southwest one-fourth (SW-1/4) of Section 16, Twp. 37 N., R. 10 W., 6th P.M., Held County, Colorado, excepting rights of way for public road and irrigating ditch maps and survey statements, if any, for ditches and reservoir sites, containing 80 acres.



TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part 4 of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto

the said part 4 of the second part, himself, his heirs and assigns forever. And the said Harry C. Hill part 4 of the first part, for himself, his heirs, executors and administrators, do co covenant, grant, bargain and agree to and with the said part 4 of the second part, himself, his heirs and assigns, that at the time of the encasing and delivery of these presents his well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever:

and the above bargained premises, in the quiet and peaceable possession of the said part 4 of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 4 of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Harry C. Hill (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

STATE OF COLORADO,

County of Logan } ss.

Edgar S. George

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harry C. Hill whose name is subscribed to the above Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.



Given under my hand and official seal, this 30th day of January, A. D. 1922. My commission expires Jan. 16, 1922

Edgar S. George  
Notary Public.



WARRANTY DEED RECORDED - For Sale by The C. F. Beach Book Shop & Litho. Co., Denver, Colo. 276

COPIED BY MILLER & BARNES

No. 518666

WARRANTY DEED

FROM  
Abraham L. Hill  
Ora May Hill  
TO  
Alvord L. Littel

STATE OF COLORADO,  
County of Weld.

This Warranty Deed was filed for record at 5:00 o'clock P. M. Feb. 6, 1922.

By: H. Cooper  
Recorder  
Deputy

This Deed, Made this thirtieth day of January in the year of our Lord one thousand nine hundred and Twenty between Abraham L. Hill, and Ora May Hill, husband and wife

of the Hill County of Hill and State of Colorado, of the first part, and Alvord L. Littel of the Logan County of Logan and State of Colorado, of the second part:

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of \$1000.00 AND THE THOUSAND DOLLARS, AND NO OTHER VALUABLE CONSIDERATION, to the said part ies of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Weld and State of Colorado, to-wit:

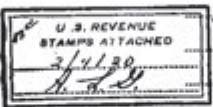
Lot One (1) Tract (1), Tract (2) and Tract (3), sections eleven (11) and the Northwest one-fourth (NW-1/4) of section eight (8), Township Eight (8) North, Range Fifty-seven (57) West of the Sixth Principal Meridian, Weld County, Colorado, containing 376.17 acres, and Tract one-half of the southwest one-fourth of section five (5), Township Eight (8) North of Range 57, Tract seven (7) West of the 6th P. M. Hill County, Colorado, excepting rights of way for public roads and irrigating ditches and maps and sworn statements, if any, for ditches and reservoirs, etc., containing 80 acres.  
Legal description of Lot One, 1908, land as referred to above.  
The North West quarter of the South East Quarter; the North East Quarter of the South West Quarter; and the south thirty acres of the South East Quarter of the North West Quarter, all in sections Thirteen, in Township Thirty-Two North, in Range Sixteen West; also a road way 30 feet wide, from Public road to the Southwest corner of the North East Quarter of the South West Quarter of said section Thirteen, containing 110 acres more or less according to the Government survey thereof.  
Subject to a deed of trust in the principal sum of \$1500 in favor of The New England Securities Company, a corporation, which deed of trust the grantor herein assumes and agrees to pay, together with interest thereon from January 1st, 1920.

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

the said part y of the second part, himself, his heirs and assigns forever. And the said Abraham L. Hill, and Ora May Hill, husband and wife part ies of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part y of the second part, himself, his heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha ve good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever: excepting a certain mortgage debt in favor of the Durand Trust Company of England, Ltd., dated Feb. 15th, 1919 due Sept. first, 1922, amount \$700.00, interest at the rate of 6%, interest payable semi-annually and the above bargained premises, in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part ies of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand<sup>s</sup> and seal<sup>s the day and year first above written.</sup>

Signed, Sealed and Delivered in Presence of



Abraham L. Hill [SEAL]  
Ora May Hill [SEAL]  
[SEAL]  
[SEAL]

STATE OF COLORADO,  
County of Logan } ss. Edgar S. George  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Abraham L. Hill and Ora May Hill, husband and wife who is personally known to me to be the person s whose names are subscribed to the above Deed, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.



Given under my hand and Notarial seal, this 30th day of January A. D. 19 22  
My commission expires Jan. 16, 1922  
Edgar S. George



595-123

U. S. LAND PATENT - The U. S. Model Book & Job Co. Wash. D. C. 20541

6  
Sterling 019529

4-1003.

# The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Wiram F. Clark has been established and duly consummated, in conformity to law, for the southeast quarter, the east half of the southwest quarter, the southwest quarter of the northeast quarter, and the Lot four of section thirty-one in Township nine north of Range fifty-seven west of the Sixth Principal Meridian, Colorado, containing three hundred nineteen and ninety-seven hundredths acres.

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:  
NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described;  
TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I Woodrow Wilson President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia at the City of Washington, the fourth day of December in the year of our Lord one thousand nine hundred and nineteen and of the Independence of the United States the one hundred and forty-fourth.

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary.

L. I. C. Lamar  
Recorder of the General Land Office.

RECORDED: Patent Number 722696

No. 333661 COMPARED BY HUGHES & SMITH  
STATE OF COLORADO, }  
COUNTY OF WELD }

Filed for record at 8:00 o'clock A. M. Aug 23, 1920

Chas C. Littell  
By L. I. C. Lamar

RECORDED BY  
TUCKER



6  
Sterling 023680

The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Harry C. Gill has been established and duly consummated, in conformity to law, for the west half of the southwest quarter of Section five in Township eight north of Range fifty seven west of the Sixth Principal Meridian, Colorado, containing eighty acres.

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described;

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia Twenty Fourth day of May in the year of our Lord one thousand nine hundred and Twenty and of the Independence of the United States the one hundred and Forty Fourth.

By the President: Woodrow Wilson

By M. P. LeRoy Secretary.

L. G. Lamar Recorder of the General Land Office.

RECORDED: Patent Number 750546

No. 341818  
STATE OF COLORADO, }  
COUNTY OF WELD } ss.

Filed for record at 9 o'clock A. M., Dec 14, 1929

Chas. E. Littell Recorder.

By Effie C. Littell Deputy.

S:  
T:  
the  
Pu  
ba  
m  
of  
H.  
L.  
L.  
acc  
the  
dit  
of  
Un  
R:  
N:  
87  
FI  
72

595 410

4-1003

Aug 20 1921

# The United States of America

Herling 027076.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Herling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of George S. Kellner has been established and duly consummated, in conformity to law, for the

Lots three and four and the south half of the northwest quarter of section five and the Lots one, four, and five of section six in Township eight north of Range fifty-seven west of the Sixth Principal Meridian, Colorado, containing three hundred thirty-eight and seventy-four hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I Warren G. Harding, President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, in the District of Columbia, the Fifteenth day of August in the year of our Lord one thousand nine hundred and Twenty-one and of the Independence of the United States the one hundred and Forty-sixth.

By the President: Warren G. Harding

By M. P. Le Roy, Secretary.

L. J. C. Lamm  
Recorder of the General Land Office.

RECORDED: Patent Number 219369

No. 267113 COMPARED BY ANDERSON & LANGTRY  
STATE OF COLORADO, }  
County of Weld } ss.

Filed for record at 9:00 o'clock A. M., Nov. 25, 1921

Chas. E. Pittell  
Recorder.

By Jern Baldwin  
Deputy.

Department of the Interior  
General Land Office  
Washington, D. C. Oct 26 1921  
This is hereby certified to the proper authorities of the State of Colorado for their records.

10025



U. S. LAND PATENT - The C. F. Howard, Bost. & A. J. M. Co. Denver, Colo. 1892

*to*  
Sterling 028346

4-1003

# The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Sterling Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1882, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Marie B. Haslow, formerly Marie B. Thurman, has been established and duly consummated, in conformity to law, for the northeast quarter of the northeast quarter of Section eleven in Township eight north of Range fifty eight west of the Sixth Principal Meridian, Colorado, containing forty acres.

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor General:  
NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described;  
TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I Calvin Coolidge, President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty-fourth day of January in the year of our Lord one thousand nine hundred and Twenty-Four and of the Independence of the United States the one hundred and Forty-Eighth

By the President: Calvin Coolidge

By Viola B. Pugh, Secretary.

M. P. Le Roy  
Recorder of the General Land Office.

RECORDED: Patent Number 929948

No. 433337 REPRODUCED BY MILLER & BERRY  
STATE OF COLORADO, }  
COUNTY OF WELD } ss.

Filed for record at 12:50 o'clock P. M. May 8 - 1924

.75

G. B. Newton  
Recorder.

By H. B. Grable  
Deputy.

668-137

77

4-1003.

Jan 21 1921

# The United States of America

Sterling 022685

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Charles H. Spitzer has been established and duly consummated, in conformity to law, for the west half of the southwest quarter and the south half of the northwest quarter of Section twenty-four and the northwest quarter of Section twenty-five in Township nine north of Range fifty-eight west of the Sixth Principal Meridian, Colorado, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General.

NOW KNOW YE, That there is, therefor, granted by the UNITED STATES unto the said claimant the tract of land above described:

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I Woodrow Wilson, President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia at the City of Washington, the thirtieth day of January in the year of our Lord one thousand nine hundred and Twenty-One and of the Independence of the United States the one hundred and Forty-Fifth.

By the President: Woodrow Wilson

By M. P. Le Roy, Secretary.

L. J. Laman  
Recorder of the General Land Office.

RECORDED: Patent Number 289956

No. 443208 COMPARED BY MILLER & NEWTON

STATE OF COLORADO,

COUNTY OF WELD

Filed for record at 3:15 o'clock P. M., Sept 16, 1924

By L. E. Newton Recorder.

By H. B. Doble Deputy.

See 758

677-88



DEPARTMENT OF THE INTERIOR,  
GENERAL LAND OFFICE.  
Washington, D. C. FEB 23 1924

I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.

M. P. Le Roy  
Recorder.

No. 431421 ENDORSED BY MILLER & NEWTON  
Filed for record at 10 o'clock A. M., APR 3 1924  
Fees, \$1.00

C. E. Newton  
Recorder

By H. C. Grable  
Deputy

RECORDED BY WEISSER

.....

CERTIFIED COPY OF U. S. LAND PATENT.

Sterling 024596

4--1003-R.

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of John E. Thompson has been established and duly consummated, in conformity to law, for the east half of Section twenty-five in Township nine north of Range fifty-eight west of the Sixth Principal Meridian, Colorado, containing three hundred twenty acres, according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the FOURTEENTH day of MAY in the year of our Lord one thousand nine hundred and TWENTY and of the Independence of the United States the one hundred and FORTY-FOURTH.

1126535

(SEAL.)

By the President: Woodrow Wilson

By M. P. Le Roy, Secretary,

L. Q. G. Lamar  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 749376



DEPARTMENT OF THE INTERIOR,  
GENERAL LAND OFFICE.  
Washington, D. C. FEB 23 1924

I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.

M. P. Le Roy  
Recorder.

No. 431422 ENDORSED BY MILLER & NEWTON  
Filed for record at 10 o'clock A. M., APR 3 1924  
Fees, \$1.00

C. E. Newton  
Recorder

By H. C. Grable  
Deputy

RECORDED BY WEISSER

.....



6.  
Sterling 019556

4-1003.

# The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of David J. Thurman

has been established and duly consummated, in conformity to law, for the southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of Section one and the north half of the northwest quarter and the northeast quarter of Section twelve in Township eight north of Range fifty-eight west of the Sixth Principal Meridian, Colorado, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefor, granted by the UNITED STATES unto the said claimant the tract of land above described;

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



IN TESTIMONY WHEREOF, I Woodrow Wilson President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, <sup>in the District of Columbia</sup> ~~at the City of Washington~~, the twentieth day of December in the year of our Lord one thousand nine hundred and nineteen and of the Independence of the United States the one hundred and forty-fourth

By the President: Woodrow Wilson

By M. P. Le Roy, Secretary,

L. D. Lamar  
Recorder of the General Land Office.

RECORDED: Patent Number 722698

No. 476066 COMPARED BY Newton & Palmer

STATE OF COLORADO, }  
                                  } SS.  
COUNTY OF WELD

Filed for record at 1<sup>00</sup> o'clock P. M., Dec 25, 1925

By b. E. Newton Recorder.  
Rose E. Kirby Deputy.

115  
Revised by Palmer.

Recorded SEP 18 1930 at 10<sup>00</sup> O'Clock P.M.  
Reception No. 601339 H. C. GRABLE, recorder.

4-1003.

Sterling 022941.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Flora Crabb has been established and duly consummated, in conformity to law, for the west half of the southwest quarter of Section seventeen and the Lots five and eight of Section eighteen in Township eight north of Range fifty-seven west of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson,

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the FIFTEENTH day of SEPTEMBER in the year of our Lord one thousand nine hundred and TWENTY and of the Independence of the United States the one hundred and FORTY-FIFTH.

By the President: Woodrow Wilson  
By: W. P. Le Roy, Secretary.



J. B. Sauer  
Recorder of the General Land Office.

Sterling 019494

4-1003-R.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of George W. Bishop has been established and duly consummated, in conformity to law, for the Lots one and two, the south half of the northeast quarter, the north half of the southeast quarter, and the southeast quarter of the southeast quarter of Section one in Township eight north of Range fifty-eight west of the Sixth Principal Meridian, Colorado, containing three hundred twenty-seven and seventy-three-hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson,

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the FOURTH day of DECEMBER in the year of our Lord one thousand nine hundred and NINETEEN and of the Independence of the United States the one hundred and FORTY-FOURTH.

By the President:

*Woodrow Wilson*  
*W. P. L. Roy* Secretary.  
*L. P. Spomer*  
Recorder of the General Land Office.

RECORD OF PATENTS, Patent Number

722695

DEPARTMENT OF THE INTERIOR  
GENERAL LAND OFFICE

Washington, D. C. APR 25 1941

I hereby certify that this photostatic is a true copy of the patent record which is in my custody in this office.

*R. Clinton*  
Chief, Patents Division

1867 670



THIS INDENTURE, Made this 6 day of November, A. D. 19 41, between

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation, party of the first part, and

ARCHIE E. BOX of New Raymer

in the State of Colorado, part(y-ies) of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

EIGHT HUNDRED AND NO/100 (\$800.00) ----- DOLLARS,

to it in hand paid by the said part(y-ies) of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said part(y-ies) of the second part, his heirs, successors and assigns, forever, its title to and interest in the

following described real estate situated in the County of Weld

and State of Colorado, to-wit:

Lots Three (3) and Four (4) and the South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Five (5), and Lots One (1), Four (4) and Five (5) of Section Six (6), Township Eight (8) North, Range Fifty-seven (57) West of the Sixth Principal Meridian,

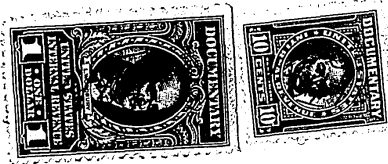
Containing 338.74 acres, more or less, according to the Government survey thereof;

Excepting and reserving unto the party of the first part, its successors and assigns, an undivided one-half of all oil, gas and other minerals and mineral rights in, upon and under said real estate, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, and for the purposes of this reservation;

Subject to taxes, assessments and any and all other charges and assessments levied or assessed against said property for the year 1938 and subsequent years;

Subject to a first mortgage in favor of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, covering the above described real estate and other land, in the sum of \$1900.00, dated September 4, 1941, filed for record September 12, 1941 at 2:35 o'clock P. M., and recorded in Book 1085 at Page 504;

Subject to a second mortgage in favor of Land Bank Commissioner, covering the above described real estate and other land, in the sum of \$900.00, dated September 4, 1941, filed for record September 13, 1941 at 11:40 A. M., and recorded in Book 1083 at Page 516.



TO HAVE AND TO HOLD The same, together with all and singular the title and interest of party of the first part in and to the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is the lawful owner of the interest hereby conveyed in the above described premises; and that it will warrant and defend the same unto the part(y-ies) of the second part, his heirs, successors, and assigns, forever, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever lawfully claiming through, by or under it, them, or either of them.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its Vice President, and its corporate seal to be affixed hereto, and attested by its Secretary, by and with the consent and authority of its Board of Directors, on the date and year first above written.

ATTEST:

Guy Fogelberg Secretary  
FLB 667 Rev. 8-37

THE FEDERAL LAND BANK OF WICHITA,

By R. H. Jones Vice President

OK MRS

STATE OF KANSAS }  
COUNTY OF SEDGWICK } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6

day of November, 19 41, personally appeared Ruth Jones  
to me personally known and known to me to be the identical person who subscribed the name of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

Witness my hand and seal the day and year last above written.

Minnie B. Burns  
Notary Public

My commission expires:

April 24 1945 ~~1941~~

CORPORATION SPECIAL  
WARRANTY DEED

THE FEDERAL LAND BANK OF  
WICHITA,  
WICHITA, KANSAS

TO  
Archie E. Bop

WELD COUNTY, COLORADO }  
COUNTY OF \_\_\_\_\_ } SS  
STATE OF \_\_\_\_\_ }

This instrument was filed for record, on

the DEC 4 day of 1941

at 4 00 P. M., and

duly recorded in Book 1007 of

Page 156

Louis Spamer  
COUNTY CLERK AND RECORDER

Rev. 7-1

Claude E. McHugh  
Deputy

FLB 637 Rev 8-37  
Federal Land Bank  
Wichita  
Kansas

1  
887390  
1496  
1941



APR 9 1945  
Recorded at 9:00 O'clock M.  
Reception No. 954137 Ann Spomer, Recorder

Mid-Continent Royalty  
Owners Association  
Approved Form Revised



BOOK 1152 PAGE 480

# MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS THAT - - J. A. JACKSON, A Single Man -

of Syracuse, Hamilton County, Kansas hereinafter called Grantor, (whether one or more) for and in consideration of the sum of ONE DOLLAR & OTHER VALUABLE CONSIDERATION Dollars (\$ 1.00 ) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto LILLIAN M. ARNT of Colorado Springs, Colorado, hereinafter called Grantee (whether one or more) an undivided ONE-HALF interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in WELD County, State of COLORADO, to-wit:

The SOUTH ONE-HALF of SECTION SEVENTEEN in TOWNSHIP SEVEN NORTH, of RANGE SIXTY-ONE West of the Sixth Principal Meridian; NORTHWEST QUARTER of NORTHWEST QUARTER of SECTION TWELVE in TOWNSHIP EIGHT NORTH, of RANGE FIFTY-EIGHT West of the Sixth Principal Meridian; and the NORTH ONE-HALF of the SOUTHWEST QUARTER of SOUTHWEST QUARTER of SOUTHEAST QUARTER of SECTION TWENTY-FOUR in TOWNSHIP THREE NORTH, of RANGE SIXTY-THREE West of the Sixth Principal Meridian, ALL in the County of WELD, and State of COLORADO.

containing 365 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

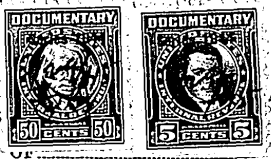
This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein - his - heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee - her - heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend all and singular the said property unto the said Grantee herein - her - heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS My hand this 29th day of March 1945.

*J. A. Jackson*



STATE OF KANSAS )  
COUNTY OF HAMILTON ) ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)

I, C. W. Howell, a Notary Public, in and for said County and State, do hereby certify that J. A. JACKSON, personally known to me to be the person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS My hand and official seal this 29th day of March, A. D., 1945.  
*C. W. Howell*  
Notary Public



My commission expires December 17th, 1948.

P.O. Syracuse, Kansas

BOOK 1166 PAGE 28

This Deed, Made this 1st day of August in the year of our Lord one thousand nine hundred and Forty-five

between MARIE CARLTON WAY of the City and County of Los Angeles and State of California, of the first part, and ARCHIE E. BOX and FAMIE BOX CALIFORNIA

of the County of Weld and State of Colorado, of the second part:

WITNESSETH, that the said part y of the first part, for and in consideration of the sum of \$1000.00 One Thousand DOLLARS to the said part of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of Weld and State of Colorado, to-wit:

East Half (E) of Section Twenty-five (25), Township Nine (9) North, Range Fifty-eight (58) West of the 6th Principal Meridian, containing 320 acres, more or less, according to Government Survey;

Reserving to grantor, her heirs and assigns, an undivided one-half interest in and to all oil and gas, and other minerals, in, under and upon said lands



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

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

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

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

Signed, Sealed and Delivered in the Presence of

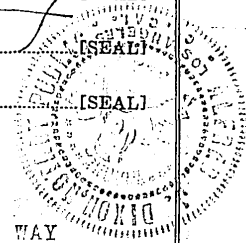
*Marie Carlton Way* [SEAL]

.....  
.....

CALIFORNIA  
STATE OF COLORADO,  
City and County of Los Angeles ss.

The foregoing instrument was acknowledged before me this 7 day of August, 1945, by\* MARIE CARLTON WAY  
WITNESS my hand and official seal.

My commission expires My Commission Expires June 10, 1949  
*Alfred J. Dixon*  
Notary Public.



My Commission Expires June 10, 1949

No. 921. WARRANTY DEED.—To Joint Tenants.—The Bradford-Robinson Ptg. Co., Mrs. Robinson's Legal Blanks, 1824 Stout St., Denver. \*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1927.



BOOK 1167 PAGE 136

THIS INDENTURE, Made this 4<sup>th</sup> day of December 1945

between J. A. Jackson single

of Hamilton County, in the State of Kansas, of the first part, and The Durland Trust Company

of \_\_\_\_\_ County, in the State of \_\_\_\_\_, of the second part,

WITNESSETH, That said part 4 of the first part, in consideration of the sum of Twenty five Dollars and \_\_\_\_\_ DOLLARS,

the receipt whereof is hereby acknowledged, do es by these presents Remise, Release and Quit-Claim unto said part 4 of the second part, their heirs and assigns, all the following described Real Estate situated in the County of Weld, and State of Colorado:

The Northwest quarter of the Northwest quarter of Section Twelve, Township Eight, Range 107, except an undivided one-half interest in and to Minerals underlying said land which has already been transferred. The taxes have been paid for the year nineteen hundred forty-four and prior years.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand the day and year first above written.

J. A. Jackson

EXECUTED AND DELIVERED IN THE PRESENCE OF

WITNESSES

Recorded Dec 13 1945 at 2:50 P.M. U clock. G-171 Reception No. 968554 Ann. Spomer, Recorder

STATE OF KANSAS }  
HAMILTON County } ss.

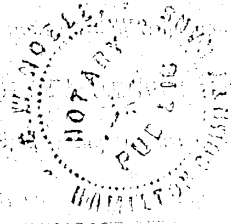
On this 4th day of December, A. D. 1945, before me, the undersigned G. W. Noell,  
a Notary Public, duly commissioned and qualified for and residing in said county, personally came J. A. Jackson, Single

to me known to be the identical person whose name is  
affixed to the foregoing instrument as grantor and acknowledged the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

G. W. Noell Notary Public

My commission expires the 17th day of December, 1948



Term Expires 19

INDEXED  
88380

968352

1743-2

**DEED**  
QUIT-CLAIM

FROM J. A. Jackson

TO Steel Building & Trust Company

Entered in Transfer in my office this  
day of  
A. D. 1945

County Clerk

STATE OF KANSAS,  
COUNTY OF Hamilton  
ss.

This Instrument was filed for record  
on the 13th day of December  
A. D. 1945, at 3<sup>20</sup> o'clock P. M.,  
and duly recorded in Book 1167 on  
page 136

By Ann Johnson Reg. 75  
Register of Deeds,  
Sault Ste. Marie, Mich.  
Sault Ste. Marie Stationery Co., Kansas City, 1743-2

Steel Bldg. & Trust Co.

This Deed, Made this 21st day of April in the year of our Lord one thousand nine hundred and forty nine between

Eugene F. Tighe of the County of Los Angeles California and State of Colorado, of the first part, and

Archie E. Box and Fannie Box of the County of Weld and State of Colorado, of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One thousand two hundred and eighty (\$1280.00) DOLLARS, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, to pass not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcel of land, situate, lying and being in the County of Weld and State of Colorado, to-wit:

- (1) West half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) Sec. 24, and West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) Sec. 25, except all rights to oil, gas, minerals, clays and other commercial products (including rights of ingress and egress to said lands) which are specifically reserved to said first party, his heirs and assigns in perpetuity.

- (2) South half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) Sec. 24, and East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) Sec. 25; all in Township 9 North of Range 58 West of the 6th P.M.

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

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

--- except taxes for 1948, which party of the second part assumes and agrees to pay. ---

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

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

Signed, Sealed and Delivered in the Presence of

*Eugene F. Tighe* (SEAL)



(SEAL)

(SEAL)

California  
STATE OF COLORADO  
County of Los Angeles

ss. The foregoing instrument was acknowledged before me this 21st day of April, 1949, by Eugene F. Tighe

Witness My Hand and Official Seal.

My Commission Expires September 1, 1951

*Grace R. Knight*  
Notary Public.



Sterling 019535

4-1003-R.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Abraham L. Gill has been established and duly consummated, in conformity to law, for the Lots one, two, three, and four of Section seven and the northwest quarter of Section eight in Township eight north of Range fifty-seven west of the Sixth Principal Meridian, Colorado, containing three hundred sixteen and seventean-hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; 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 courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

### IN TESTIMONY WHEREOF, I, Woodrow Wilson

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

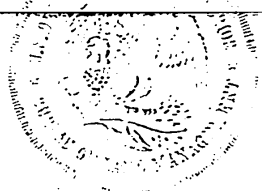
GIVEN under my hand, at the City of Washington, the TWENTY-NINTH day of MAY in the year of our Lord one thousand nine hundred and EIGHTEEN and of the Independence of the United States the one hundred and FORTY-SECOND.

By the President: *Woodrow Wilson*  
By *W. P. Le Roy*, Secretary.  
*S. P. Samard*

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 632371

16  
30570



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

WASHINGTON 25, D. C. AUG. 10 1951

I hereby certify that this photograph is a true copy of the patent record, which is in my custody in this office.

*Oscar E. Collins*  
Acting Chief, Land Records Section

No. 991. —The Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1846 Stout St., Denver, Colo. NOV 14 1951 at 12:10 O'clock P.M.

Recorded at 118121 Ann Spomer, Recorder

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That ARCHIE E. BOX and FAMIE BOX

of Weld County, State of Colorado for and in consideration of the sum of TEN and no/100 - - - - - Dollars (\$10.00) cash in hand paid by

W. CLAY MERIDETH of 728 Harrison Street, Denver, Colorado

hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee an undivided one-eighth (1/8) interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Weld County, State of Colorado to-wit:

- Township 8 North, Range 57 West of the 6th P. M.
- Section 5: Lots 3 and 4, and S 1/4 NW 1/4
- Section 6: Lots 1, 4 and 5
- Township 9 North, Range 58 West of the 6th P. M.
- Section 25: E 1/2
- Township 9 North, Range 57 West of the 6th P. M.
- Section 32: S 1/4

containing 978.74 acres more or less together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of various leases as appear of record in the County Clerk's office, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes one-eighth (1/8) of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that one-eighth (1/8) of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-eighth (1/8) of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning one-eighth (1/8) of all oil, gas and other minerals in and under said lands, together with one-eighth (1/8) interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns forever; the Grantor, s. do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness OUR hand this 14th day of November, 1951.

Archie E. Box
Famie Box

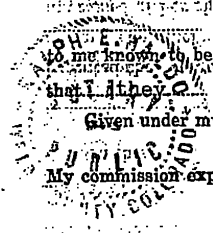
STATE OF Colorado )
COUNTY OF Weld ) ss. ACKNOWLEDGMENT, COLORADO

On this 14th day of November, A. D. 1951, before me personally appeared Archie E. Box and Famie Box

to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal the day and year last above written.

My commission expires March 20, 1954. Ralph E. Wells Notary Public



MAY 14 1952

Recorded at 2:15 O'clock P.M.

Reception No. 1130711 Ann Spomer, Recorder

BOOK 1331 PAGE 41

### MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS: That ARCHIE E. BOX and FAMIE BOX

of Weld County, State of COLORADO, hereinafter called Grantor S, for and in consideration of the sum of Ten Dollars and other GOOD AND VALUABLE CONSIDERATIONS,

cash in hand paid by OLIVER KIBBEN, KENNETH LITTLEFIELD, JOHN HAMLIN, HOMER E. NORTHUP hereinafter called Grantee and other good and valuable considerations, the receipt of which is hereby acknowledged, ha ~~VE~~ granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said GranteeS an undivided one-eighth interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land, situated in Weld County, State of Colorado, to-wit: Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{2}$ ) of Section Eleven (11), Township Eight (8) North, Range Fifty-eight (58) West of the 6th P. M.; and also an undivided one-thirty-second (1/32) interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{2}$ ) of Section Fourteen (14), Township Eight (8) North, Range Fifty-eight (58) West of the 6th P. M., all in Weld County, Colorado;

It is understood that the four grantees take equal interests herein containing 200 (Consideration less than \$100.00) acres, more or less, reserving, however, unto the GrantorS, their heirs, executors, administrators and assigns, the exclusive right to lease said undivided interest for and on behalf of said GranteeS upon such terms and conditions as said Grantor S may deem best.

This sales is made subject to an oil and gas lease, executed by Archie E. Box and Famie Box in favor of

The Schell Oil Company on or about the \_\_\_\_\_ day of January, A. D., 19 50

It is understood and agreed that said Grantee S shall have, receive and enjoy the herein granted undivided interest in and to all ~~bonuses, rents,~~ royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land, from and after the date hereof, precisely as if the Grantee S herein had been at the date of the making of said lease the owner of said undivided interest in and to the lands described and one of the lessors therein, but in the event that the above described lease, for any reason, becomes cancelled or forfeited, then and in that event, the GrantorS shall have, and they hereby reserve, the sole and exclusive right to lease said premises for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals.

If this sale is not subject to an existing oil and gas lease the GrantorS shall have, and they hereby reserve the exclusive right at all times to lease the undivided interest of the GranteeS for and on behalf of said Grantee S and the Grantee S shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rent, royalties and other benefits which may accrue under the terms of any oil and gas lease hereafter entered into.

GrantorS agree to execute such further assurances and instruments as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agree that Grantee S herein shall have the right at any time to redeem for said GrantorS by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor S, and be subrogated to the rights of the holder thereof.

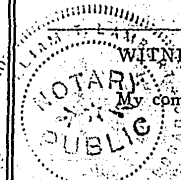
TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GranteeS herein, their heirs, executors, administrators, successors and assigns forever; and GrantorS do hereby EXPRESSLY WARRANT title to said property and bind them sel ves their heirs, executors, administrators, and assigns to WARRANT AND FOREVER DEFEND all and singular the said property unto the said Grantee S, herein their heirs, executors, administrators, successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our my hand this 13th day of March, A. D., 19 52

Archie E. Box (SEAL)  
Famie Box (SEAL)  
\_\_\_\_\_(SEAL)

STATE OF COLORADO, }  
County of Weld } ss.

The foregoing instrument was acknowledged before me this 5th day of March, 19 52 by ARCHIE E. BOX and FAMIE BOX



WITNESS my hand and Official Seal.

William T. Lambert  
Notary Public.



NOV 14 1951  
Recorded

1915  
O'clock P.M.

Reception No. 1118425 Ann Spomer, Recorder

# MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That ARCHIE E. BOX and FAMILIE BOX

of Weld County, State of Colorado for and in consideration of the sum of Other valuable considerations and Ten - - Dollars (\$ 10.00) cash in hand paid by

W. CLAY MERIDETH of 728 Harrison Street, Denver, Colorado,

hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee an undivided one-fourth (1/4) interest in and to

all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Weld County, State of Colorado to-wit:

Township 8 North, Range 57 West of the 6th P. M.

Section 6: Lots 2, 3, 6, 7, and 8

Section 17: E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 18: SE $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$

Township 8 North, Range 58 West of the 6th P. M.

Section 1: N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{2}$ SW $\frac{1}{4}$ , Lots 1 and 2, and S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 11: NE $\frac{1}{2}$ NE $\frac{1}{4}$

Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$

Township 9 North, Range 58 West of 6th P. M.

Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 25: E $\frac{1}{2}$ NW $\frac{1}{4}$

Township 9 North, Range 57 West of 6th P. M.

Section 31: SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{2}$ NE $\frac{1}{4}$ , Lot 4

containing 1602.39 acres more or less together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of various lessees as appear of record in the County Clerk's office, it is understood and agreed that

this sale is made subject to the terms of said lease, but covers and includes one-fourth (1/4) of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that one-fourth (1/4) of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-fourth (1/4) of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning one-fourth (1/4) of all oil, gas and other minerals in and under said lands, together with one-fourth (1/4) interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns forever; the Grantor, S do hereby bind them selves, their heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness our hands this 14th day of November, 1951.

Archie E. Box  
Famie Box

STATE OF Colorado }  
COUNTY OF Weld } ss.

ACKNOWLEDGMENT, COLORADO

On this 14th day of November, A. D. 1951, before me personally appeared

Archie E. Box and Famie Box

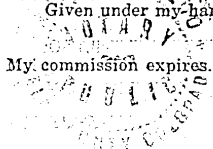
to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal the day and year last above written.

My commission expires March 20, 1954.

Ralph Ellred

Notary Public



JAN 3 - 1956  
Recorded at 200 012 P.M.  
1220507  
Ann Spomer, Recorder

BOOK 1438 PAGE 582

CORRECTION

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That ARCHIE E. BOX and FAMIE BOX

of Weld County, State of Colorado for and in consideration of the sum of Other valuable consideration and Ten - - - Dollars (\$10.00) cash in hand paid by W. CLAY MERIDETH of 728 Harrison Street, Denver, Colorado

hereinafter called Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee an undivided one-fourth (1/4) interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Weld County, State of Colorado to-wit:

- Township 8 North, Range 57 West of the 6th P.M.
- Section 6: Lots 2, 3, 6, 7 and 8
- Section 17: E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 18: Lots 4, 5 and 8, sometimes described as SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$
- Township 8 North, Range 58 West of the 6th P.M.
- Section 1: N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Lots 1 and 2, and S $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$
- Township 9 North, Range 58 West of 6th PM
- Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 25: E $\frac{1}{2}$ NW $\frac{1}{4}$
- Township 9 North, Range 57 West, of 6th PM
- Section 31: SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Lot 4

This deed is executed and delivered as a correction deed in lieu of, and supersedes that certain Mineral Deed dated November 14, 1951, between the parties hereto and recorded in Book 1316, page 374 of the records of Weld County, Colorado

containing 1608.39 acres more or less together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of various lessees as appear of record in the County Clerk's office, it is understood and agreed that

this sale is made subject to the terms of said lease, but covers and includes one-fourth (1/4) of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that one-fourth (1/4) of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-fourth (1/4) of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee owning one-fourth (1/4) of all oil, gas and other minerals in and under said lands, together with one-fourth (1/4) interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns forever; the Grantor do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

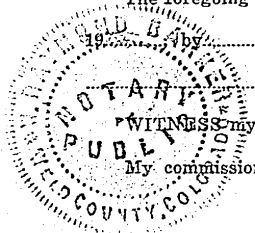
The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness our hand this 15th day of December, 1955

Archie E. Box  
Famie Box

STATE OF COLORADO, } ss. COLORADO ACKNOWLEDGMENT  
County of Weld

The foregoing instrument was acknowledged before me this 15th day of December, 1955 by ARCHIE E. BOX and FAMIE BOX



WITNESS my hand and official seal. My Commission expires Sept. 2, 1957

W. Raymond Barber  
Notary Public

GRANT OF EASEMENT FOR

CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 14 day of July 1964 by and between Archie Box, also known as Archie E. Box, and Fannie Box, husband and wife,

of the County of Weld, State of Colorado, parties of the first part and the UNITED STATES OF AMERICA of Washington, D. C., party of the second part, WITNESSETH:

That the parties of the first part, for and in consideration of \$275.00 Dollars to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the perpetual right-of-way and easement to place, construct, maintain, operate, repair, replace, patrol, and remove a cable line, junction boxes, manholes, and other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width, (8 1/4 feet on each side of the centerline of the cable line, as placed) running across the following described land, now owned by us, in Weld County, State of Colorado, to wit:

The Southeast Quarter (SE 1/4), Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 31, the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 32, Township 9 North, Range 57 West of the Sixth Principal Meridian; said strip of land contains 1.63 acres, more or less,



together with the right of ingress and egress as may be necessary to maintain, operate, repair, replace, patrol, and remove said cable line, junction boxes, manholes, and other appurtenances; said right of ingress and egress to be exercised by the UNITED STATES OF AMERICA, its representatives, agents, and contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed, namely, at least 36 inches below the surface of said land. Said junction boxes, manholes, and other appurtenances may be maintained and operated as constructed or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors, and assigns, covenant and agree that they will not permanently remove or shift the soil or rearrange the contour or permanently change the surface of said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance written notice is given to the Base Commander, F. E. Warren Air Force Base, Wyoming, of the intention to permanently change the surface of said strip, and thereupon the United States, its representatives, agents, contractors and assigns will have the right to enter upon said strip within said 120-day period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage resulting directly from the exercise by the UNITED STATES OF AMERICA, its representatives, agents, and contractors of the right to maintain, operate, repair, replace and remove said cable line, junction boxes, manholes, and other appurtenances, subject to the availability of appropriations for the payment for such loss or damage.

265  
me

Aug-5-64 00200 A-5-1 265



Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Archie Box  
Owner Archie Box

Famie Box  
Owner/Spouse Famie Box

\_\_\_\_\_  
Owner/Spouse

\_\_\_\_\_  
Owner/Spouse

Witness:

Robert J. Skinner

UNITED STATES OF AMERICA

BY James E. Sewell  
JAMES E. SEWELL  
Chief, Cheyenne Field Office  
Special Projects Branch  
Real Estate Division  
U. S. Army Engineer District, Omaha  
Cheyenne, Wyoming

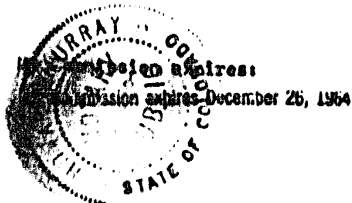
STATE OF COLORADO )  
COUNTY OF WELLS ) ss.

I, Howard Murray Notary Public in and for said County, in the State aforesaid, do hereby certify that

Archie Box and Famie Box

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal, this day of JUL 14 1964 A.D. 196 .



Howard Murray  
Notary Public

Recorded at 11:34 a.m. on AUG 5 1964  
Rec. No. 1442038  
F. E. Warren AFB, AF Facility  
Tract No. CN-2038  
Ann Sponsor, Records  
INDEXED

GRANT OF EASEMENT FOR  
CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 14 day of July 1964  
by and between Archie E. Box also known as Archie Box and Fania Box, husband  
and wife,

of the County of Weld, State of Colorado, parties of the first  
part and the UNITED STATES OF AMERICA of Washington, D. C., party of the second  
part, WITNESSETH:

That the parties of the first part, for and in consideration of \$775.00  
to them in hand paid by the party of the second part, the receipt of which is  
hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the  
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the  
perpetual right-of-way and easement to place, construct, maintain, operate,  
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and  
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,  
(8 1/4 feet on each side of the centerline of the cable line, as placed) running  
across the following described land, now owned by us, in Weld County,  
State of Colorado, to wit:

Lots 1 and 2, the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4)  
Section 1, Township 8 North, Range 58 West; Lots 1, 2, 3, 5, 6 and 8 of  
Section 6, Township 8 North, Range 57 West, all of the Sixth Principal  
Meridian; said strip of land contains 4.22 acres, more or less,



together with the right of ingress and egress as may be necessary to maintain,  
operate, repair, replace, patrol, and remove said cable line, junction boxes,  
manholes, and other appurtenances; said right of ingress and egress to be  
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and  
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,  
namely, at least 36 inches below the surface of said land. Said junction boxes,  
manholes, and other appurtenances may be maintained and operated as constructed  
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,  
and assigns, covenant and agree that they will not permanently remove or  
shift the soil or rearrange the contour or permanently change the surface of  
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance  
written notice is given to the Base Commander, F. E. Warren Air Force Base,  
Wyoming, of the intention to permanently change the surface of said strip,  
and thereupon the United States, its representatives, agents, contractors  
and assigns will have the right to enter upon said strip within said 120-day  
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage  
resulting directly from the exercise by the UNITED STATES OF AMERICA, its  
representatives, agents, and contractors of the right to maintain, operate,  
repair, replace and remove said cable line, junction boxes, manholes, and other  
appurtenances, subject to the availability of appropriations for the payment  
for such loss or damage.

265  
m

AUG-564 00201 A-D-1 265

520

1442373

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Archie E. Box  
Owner Archie E. Box

Famie Box  
Owner/Spouse Famie Box

\_\_\_\_\_  
Owner/Spouse

\_\_\_\_\_  
Owner/Spouse

Witness:  
Robert J. Skinner

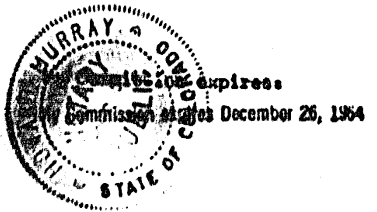
UNITED STATES OF AMERICA  
BY James F. Sewell  
JAMES F. SEWELL  
Chief, Cheyenne Field Office  
Special Projects Branch  
Real Estate Division  
U. S. Army Engineer District, Omaha  
Cheyenne, Wyoming

STATE OF COLORADO }  
COUNTY OF WELLS } ss.

I, Howard Murray Notary Public in and for said County, in the State aforesaid, do hereby certify that Archie E. Box and Famie Box

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal, this day of JUL 14 1964 A.D. 196 .



Howard Murray  
Notary Public



Recorded at 102 of Book P AUG 18 1964  
Rec. No. 1443365 Ann Spomer, Recorder  
2-1 F. E. Warren AFB, AF Facility  
Tract No. CN-109E

GRANT OF EASEMENT FOR  
CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 14<sup>th</sup> day of July 1964  
by and between Archie E. Box and Fanie Box, husband and wife,

of the County of Weld ; State of Colorado , parties of the first  
part and the UNITED STATES OF AMERICA of Washington, D. C., party of the second  
part, WITNESSETH:

That the parties of the first part, for and in consideration of  
One Hundred Seventy Five & 10/100 Dollars (\$175.00)  
to them in hand paid by the party of the second part, the receipt of which is  
hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the  
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the  
perpetual right-of-way and easement to place, construct, maintain, operate,  
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and  
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,  
(8 1/4 feet on each side of the centerline of the cable line, as placed) running  
across the following described land, now owned by us, in Weld County,  
State of Colorado , to wits:

Lot 8 of Section 18; the West Half of the Southwest Quarter (W 1/2 SW 1/4)  
of Section 17, all in Township 8 North, Range 57 West of the Sixth  
Principal Meridian; said strip of land contains 1.02 acres, more or  
less,

together with the right of ingress and egress as may be necessary to maintain,  
operate, repair, replace, patrol, and remove said cable line, junction boxes,  
manholes, and other appurtenances; said right of ingress and egress to be  
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and  
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,  
namely, at least 36 inches below the surface of said land. Said junction boxes,  
manholes, and other appurtenances may be maintained and operated as constructed  
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,  
and assigns, covenant and agree that they will not permanently remove or  
shift the soil or rearrange the contour or permanently change the surface of  
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance  
written notice is given to the Base Commander, F. E. Warren Air Force Base,  
Wyoming, of the intention to permanently change the surface of said strip,  
and thereupon the United States, its representatives, agents, contractors  
and assigns will have the right to enter upon said strip within said 120-day  
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage  
resulting directly from the exercise by the UNITED STATES OF AMERICA, its  
representatives, agents, and contractors of the right to maintain, operate,  
repair, replace and remove said cable line, junction boxes, manholes, and other  
appurtenances, subject to the availability of appropriations for the payment  
for such loss or damage.

*Ann Spomer*

AUG-18-64 00269 A 205

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Archie E. Box  
Owner Archie E. Box

Famie Box  
Spouse Famie Box

\_\_\_\_\_  
Owner/Spouse

\_\_\_\_\_  
Owner/Spouse



Witness:

Robbie J. Hansen

UNITED STATES OF AMERICA

BY James Y. Sewell  
JAMES Y. SEWELL  
Chief, Cheyenne Field Office  
Special Projects Branch  
Real Estate Division  
U. S. Army Engineer District, Omaha  
Cheyenne, Wyoming

STATE OF COLORADO )  
COUNTY OF WELD ) ss.

I, Harold Murray Notary Public in and for said Weld County, in the State aforesaid, do hereby certify that

Archie E. Box and Famie Box

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal, this day of JUL 14 1964 A.D. 196 .

My Commission expires

My Commission expires December 26, 1974



Harold Murray  
Notary Public

AUG 26 1964

12:49 PM  
Rec. No. 1444056  
Ann Spomer, Recorder  
F. E. Warren AFB, AF Facility  
Tract No. CN-204E  
2-1

GRANT OF EASEMENT FOR

INDEXED

CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 13<sup>th</sup> day of August 1964  
by and between Lena M. Litel, a single person, and H. C. Kellam and  
Jean Litel Kellam, husband and wife,

of the County of Adams, State of Colorado, parties of the first  
part and the UNITED STATES OF AMERICA of Washington, D. C., party of the second  
part, WITNESSETH:

That the parties of the first part, for and in consideration of \$285.00  
Two Hundred Eighty-five and no/100 Dollars  
to them in hand paid by the party of the second part, the receipt of which is  
hereby acknowledged, do hereby grant, convey, bargain, and warrant unto the  
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the  
perpetual right-of-way and easement to place, construct, maintain, operate,  
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and  
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,  
(8 1/4 feet on each side of the centerline of the cable line, as placed) running  
across the following described land, now owned by us, in Weld County,  
State of Colorado, to wit:

The North Half of the Northwest Quarter (N 1/2 NW 1/4), the Southeast Quarter  
of the Northwest Quarter (SE 1/4 NW 1/4) of Section 8; the Southwest Quarter  
of the Southwest Quarter (SW 1/4 SW 1/4) of Section 5, Township 8 North, Range  
57 West of the Sixth Principal Meridian; said strip of land contains  
1.29 acres, more or less,



together with the right of ingress and egress as may be necessary to maintain,  
operate, repair, replace, patrol, and remove said cable line, junction boxes,  
manholes, and other appurtenances; said right of ingress and egress to be  
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and  
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,  
namely, at least 36 inches below the surface of said land. Said junction boxes,  
manholes, and other appurtenances may be maintained and operated as constructed  
or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors,  
and assigns, covenant and agree that they will not permanently remove or  
shift the soil or rearrange the contour or permanently change the surface of  
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance  
written notice is given to the Base Commander, F. E. Warren Air Force Base,  
Wyoming, of the intention to permanently change the surface of said strip,  
and thereupon the United States, its representatives, agents, contractors  
and assigns will have the right to enter upon said strip within said 120-day  
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage  
resulting directly from the exercise by the UNITED STATES OF AMERICA, its  
representatives, agents, and contractors of the right to maintain, operate,  
repair, replace and remove said cable line, junction boxes, manholes, and other  
appurtenances, subject to the availability of appropriations for the payment  
for such loss or damage.

280  
mu

AUG-26-64 00354 A-11 231

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

Lena M. Litel  
Owner Lena M. Litel

H. C. Kellam  
Owner/Spouse H. C. Kellam

Jean Litel Kellam  
Owner/Spouse Jean Litel Kellam

\_\_\_\_\_  
Owner/Spouse

Witness:

Robbie J. Skinner

UNITED STATES OF AMERICA

BY James F. Sewell  
JAMES F. SEWELL  
Chief, Cheyenne Field Office  
Special Projects Branch  
Real Estate Division  
U. S. Army Engineer District, Omaha  
Cheyenne, Wyoming

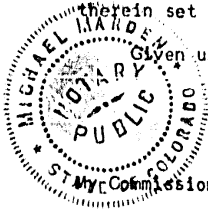
STATE OF COLORADO )  
COUNTY OF ) ss.

I, \_\_\_\_\_ Notary Public in and for said County, in the State aforesaid, do hereby certify that

Lena M. Litel, H. C. Kellam and Jean Litel Kellam

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal, this 13th day of August A.D. 1964.



Michael Mardock  
Notary Public

Commission expires: Jan. 7, 1967



Recorded at 11:50 o'clock A M DEC 3 - 1964  
Rec. No. 1450699

F. E. Warren AFB, AF Facility  
Tract No. CN-1107E

INDEXED

GRANT OF EASEMENT FOR  
CABLE LINE AND APPURTENANCES

THIS INDENTURE, made this 4th day of September, 1964,  
by and between The Durland Trust Company, a corporation organized and doing business  
under the laws of the State of Nebraska by virtue of a resolution of its Board of  
Directors,

of the County of ~~XXXXXXXXXXXXXXXXXXXX~~ State of ~~XXXXXXXXXXXXXXXXXXXX~~, party of the first  
part and the UNITED STATES OF AMERICA of Washington, D. C., party of the second  
part, WITNESSETH:

That the party of the first part, for and in consideration of \$390.00  
Three Hundred Ninety Dollars  
to it in hand paid by the party of the second part, the receipt of which is  
hereby acknowledged, does hereby grant, convey, bargain, and warrant unto the  
UNITED STATES OF AMERICA, party of the second part, and its assigns, forever the  
perpetual right-of-way and easement to place, construct, maintain, operate,  
repair, replace, patrol, and remove a cable line, junction boxes, manholes, and  
other appurtenances in, upon, over, and under a strip of land 16 1/2 feet in width,  
(8 1/4 feet on each side of the centerline of the cable line, as placed) running  
across the following described land, now owned by us, in ~~Field~~ County,  
State of Colorado, to wit:

The South Half of the Southwest Quarter (S1/2SW1/4), Northwest Quarter of the  
Southwest Quarter (NW1/4SW1/4) of Section 25; the South Half of the Northeast  
Quarter (S1/2NE1/4), Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of  
Section 26, Township 9 North, Range 59 West of the Sixth Principal Meridian;  
said strip of land contains 1.66 acres, more or less,



together with the right of ingress and egress as may be necessary to maintain,  
operate, repair, replace, patrol, and remove said cable line, junction boxes,  
manholes, and other appurtenances; said right of ingress and egress to be  
exercised by the UNITED STATES OF AMERICA, its representatives, agents, and  
contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed,  
namely, at least 36 inches below the surface of said land. Said junction boxes,  
manholes, and other appurtenances may be maintained and operated as constructed  
or placed, namely, extending to or above the surface of said land.

The party of the first part, for its successors  
and assigns, covenants and agrees that it will not permanently remove or  
shift the soil or rearrange the contour or permanently change the surface of  
said 16 1/2 foot strip of land, by terracing or otherwise, unless 120-day advance  
written notice is given to the Base Commander, F. E. Warren Air Force Base,  
Wyoming, of the intention to permanently change the surface of said strip,  
and thereupon the United States, its representatives, agents, contractors  
and assigns will have the right to enter upon said strip within said 120-day  
period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage  
resulting directly from the exercise by the UNITED STATES OF AMERICA, its  
representatives, agents, and contractors of the right to maintain, operate,  
repair, replace and remove said cable line, junction boxes, manholes, and other  
appurtenances, subject to the availability of appropriations for the payment  
for such loss or damage.

250  
lu

DEC-3-64 0 11 1 A - 2

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the party of the first part, its successors, and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16 1/2 foot strip.

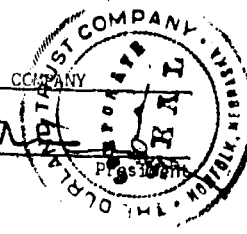
The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

ATTEST: *[Signature]*  
Secretary

THE DURLAND TRUST COMPANY

BY: *[Signature]*



Witness:

*[Signature]*

UNITED STATES OF AMERICA

BY: *[Signature]*

JOSEPH H. COOKE, JR.  
Chief, Cheyenne Field Office  
Special Projects Branch  
Real Estate Division  
U. S. Army Engineer District, Omaha  
Cheyenne, Wyoming

NEBRASKA )  
STATE OF ~~NEBRASKA~~ )  
COUNTY OF MADISON ) ss.

On this 4th day of September, 1964, before me Bernice T. Dewey, Notary Public in and for said county, personally came the above named L. B. Nicola, President of The Durland Trust Company, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

*[Signature]*  
Notary Public

My Commission expires:

November 12, 1965.



4006

BOOK 581

APR 27 1967

Filed for record this 27th day of April 1967, A.M. 10:10

Instrument No. 1502719

Page 2 of 2

RECORDED

INDEXED

**Quit Deed**, Made this 17th day of April in the year of our Lord one thousand nine hundred and sixty-seven. BETWEEN

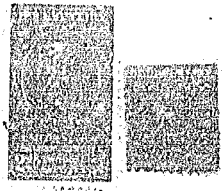
Paul L. Briggs and Anita D. Briggs and Harold A. Briggs and Claude A. Briggs

of the County of El Paso and State of Colorado, of the first part, and

Allen Fox and Margaret Fox of the County of Weld and State of Colorado, of the second part;

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations - DOLLARS - to the said part 1st of the first part in hand paid by the said part 1st of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, released, sold, conveyed and Quit-Claimed, and by these presents do render, release, sell, convey, and Quit-Claim unto the said part 1st of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said part 1st of the first part have in and to the following described situate, lying and being in the County of Weld and State of Colorado, to-wit:

South Half of the Southwest Quarter (25000) of Section Twenty-six (26) in Township Nine (9) North of Range Fifty-eight (58) West of the Sixth (6th) Principal Meridian, reserving unto the part 1st of the first part, however, an undivided one-half interest of all oil, gas, and other minerals.



To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part 1st of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part 1st of the second part their heirs and assigns forever. In Witness Whereof, The said part 1st of the first part have hereunto set their hand s and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of X *Paul L. Briggs* 932  
*Anita D. Briggs* 932  
*Harold A. Briggs* 932  
*Claude A. Briggs* 932

CALIFORNIA  
STATE OF CALIFORNIA  
County of Los Angeles } ss. STATUTORY ACKNOWLEDGMENT  
The foregoing instrument was  
acknowledged before me this 17th day of April, 1967  
by Paul L. Briggs

J. J. GUINN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires  
0-1-4-1968

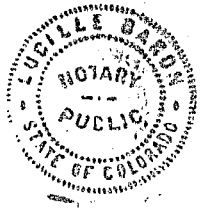
Witness my hand and official seal.  
My commission expires  
*J. J. Guinn*  
NOTARY PUBLIC

400 mb n

STATE OF COLORADO, } SS Statutory Acknowledgment  
COUNTY OF CHAFFEE

The foregoing instrument was acknowledged before me this 19th day of April 1967 by Anita D. Briggs.

Witness my hand and official seal. My commission expires: Jan 3rd 1970



Lucille Barden  
Notary Public

STATE OF COLORADO, } SS Statutory Acknowledgment  
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 21st day of April 1967 by Harold A. Briggs and Claude A. Briggs

Witness my hand and official seal. My commission expires: March 17, 1968



Anna M. Pearson  
Notary Public

1502719

QUITCLAIM DEED

STATE OF COLORADO, }  
County of El Paso  
I hereby certify that this deed was filed for record on the 21st day of April 1967.  
40 40 40 40  
A. M. in my office, and duly recorded in Book 1502719 Page No. 2-2  
By Mary Helen Deputy  
WHEN REQUESTED RETURN TO  
Fee \$ 1.00  
NEW MEXICO STATE DEPARTMENT OF REVENUE

Allen Boy  
New Raymer, Colo



1.153

BOOK 591

JAN 30 1968

Record of 325 filed 1512567 M. Ann Spomar, Recorder

1-1

WARRANTY DEED

THE DURLAND TRUST COMPANY, a Nebraska corporation, whose address is Norfolk, County of Madison and State of Nebraska, for the consideration of Twelve Thousand Two Hundred (\$12,200.00) in hand paid, hereby sells and conveys to ALLEN BOX and MARGARET BOX, whose address is Weld County, State of Colorado, in joint tenancy, the following real property in the County of Weld and State of Colorado, to-wit:

NW 1/4 NW 1/4 of Section 12, Township 8 North, Range 58 West of the 6th Principal Meridian, except rights-of-way granted by instruments dated October 5, 1967, to Morgan County Rural Electric Association and to Wiggins Telephone Association, and all other rights-of-way, easements of record and existing roadways, and except all oil, gas and other minerals, in, upon and under the above-described land, which together with a perpetual right of ingress and egress for the purpose of prospecting for, producing, storing and developing, or otherwise handling and marketing said minerals are reserved by the grantor with the right to remove all pipelines, casings, machinery and equipment and all other property of whatsoever kind and nature that may be used in connection therewith.

State Documentary Fee Date JAN 30 1968

SW 1/4 of Section 25 and the S 1/2 NE 1/4 and the N 1/2 SE 1/4 of Section 26, all in Township 9 North, Range 58 West of the 6th Principal Meridian, except easements and rights-of-way of record and any and all roadways, and except all oil, gas and other minerals in, upon and under the above-described land, which together with a perpetual right of ingress and egress for the purpose of prospecting for, producing, storing and developing, or otherwise handling and marketing said minerals are reserved by the grantor with the right to remove all pipelines, casings, machinery and equipment, and all other property of whatsoever kind and nature that may be used in connection therewith.

with all its appurtenances, and warrants the title to the same, subject to existing tenancies, easements, reservations and exceptions of record and except the general tax for 1968.

Signed this 12th day of January, 1968.

THE DURLAND TRUST COMPANY

Attest: [Signature] Secretary STATE OF NEBRASKA ) ) ss. COUNTY OF MADISON )

By: [Signature] President

The foregoing instrument was acknowledged before me this 12th day of January, 1968, by L. B. Nicola as President and C. A. [Signature] as Secretary of The Durland Trust Company, a Nebraska corporation. Witness my hand and official seal. My commission expires November 12, 1971

[Signature] Notary Public

JAN 30 68 00062 1121512567 9

JAN 30 68 00063 00063 19 1.223

OCT 27 1971

00123 111577617 9

KNOW ALL MEN BY THESE PRESENTS, that JEAN LITEL KELLAM  
of the City and County of Denver, and State of Colorado,  
for the consideration of ten or more Dollars,  
in hand paid, hereby sell and convey to ARCHIE E. BOE and FANNIE BOE

of the County of Weld, and State of Colorado,  
not in tenancy in common, but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, the following real property, situate in the County of Weld and State of Colorado, to-wit:

The West Half of the Southwest Quarter (W/2SW1/4) of Section Five (5); Lots One (1), Two (2), Three (3) and Four (4) of Section Seven (7); and the Northwest Quarter (NW1/4) of Section Eight (8), all in Township Eight (8) North, Range Fifty-seven (57) West of the 6th P.M.

State Documentary Fee  
Date OCT 27 1971  
\$ 1.45

SAVINGS, EXCEPTING AND RESERVING, HOWEVER, unto Grantor an undivided one-half interest in and to all of the oil, gas and other minerals lying in, on and under the above-described premises;

TOGETHER with the means of ingress and egress for the purpose of exploring for, mining and producing the same.

With all its appurtenances, and warrant the title to the same, subject to: Taxes for 1971, payable in 1972, and all subsequent taxes; easement to U.S.A., as of record, for underground cable line and appurtenances; reservations and exceptions contained in U.S. Patent; zoning, subdivision and mobile home park regulations as of record.

Signed and delivered this 15th day of October, A. D. 1971

In the Presence of Jean Litel Kellam (REAL)  
Jean Litel Kellam (REAL)

STATE OF COLORADO  
COUNTY OF LOGAN

The foregoing instrument was acknowledged before me this 15th day of October, 1971, by Jean Litel Kellam

195 U.L.O.  
WITNESS  
NOTARY  
My commission expires June 30, 1975

Janice M. Logan  
Notary Public

By \_\_\_\_\_ (REAL)  
natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or designation; if by office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment.—110-6-1, C. R. S. 1953.

WARRANTY DEED — (STATUTORY FORM) — TO JOINT TENANTS

RIGHT OF WAY GRANT

## KNOW ALL MEN BY THESE PRESENTS:

1. THAT, the undersigned, hereinafter referred to as Grantor (whether one or more persons, firms or corporations), for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to Grantor in hand paid by Petroleum Energy Corporation, having its principal office at 1625 Broadway, 1480 Dome Tower, Denver, Colorado 80202, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, its successors and assigns, a right of way and easement, to construct, maintain, operate, repair, replace, and/or remove a four and one-half inch (4½") pipeline on, across, over, through and under the hereinafter described land, the center line of which right of way and easement shall be the pipeline laid by Grantee as shown on the attached Exhibit A; and Grantor does further hereby grant, sell and convey unto Grantee, its successors and assigns, the rights of ingress to and egress from the said right of way and easement, including the right to use existing roads, for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in part or in whole, at the will of Grantee.

2. To have and to hold the above described right of way to construct, maintain, operate, repair, replace, and/or remove the facilities situated on, across, over, through and under the lands embraced by the right of way and easement hereby granted unto Grantee, its successors and assigns so long as any pipeline installed hereunder is used or remains thereon.

3. Grantor is to fully use and enjoy the hereinafter described land, subject only to the right of way, easement, and other rights hereinabove granted.

4. Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil.

5. Grantee agrees that it will not conduct its operations within such distance of any presently existing water well, water sources, or reservoir on the described premises that would result in the contamination of or injury to said water well, water sources, or reservoir.

6. It is agreed that the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's pipeline, and shall thereupon be established as being Sixteen and One-half feet (16½') on each side of the centerline of the pipeline.

7. Grantee agrees to furnish Grantor, within a period not to exceed Twelve (12) months after construction, an "as built" plat showing the location of the pipeline on the described premises and have the same recorded at Grantee's expense.

8. Grantee agrees to separate the topsoil over the pipeline trench and return said topsoil to its original relative position to the subsoil as nearly as is reasonably possible. Soil separation shall include pastureland if Grantor so desires. Grantee agrees to conduct ripping operations after the pipeline is laid on cultivated land. Grantee shall re-establish grass on pasture land. Grantee will repair or pay to have repaired any land erosion that may be caused by the construction or use of said pipeline, provided Grantor notifies Grantee of such erosion by letter. Grantee agrees to reimburse Grantor for any expense Grantor may incur for abstracting title to the described premises as the service for such abstracting may relate to the entries attributable to this right of way agreement or documents relating thereto including the termination thereof upon presentation of proper bills thereof.

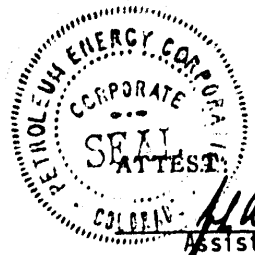
9. It is hereby understood that the party or parties securing this grant on behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

10. Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to any valid and outstanding deeds of trust, mortgages, reservations and leases, if any, now of record in said County. Grantor hereby releases and waives all rights of homestead, curtesy, dower and exemption laws.

DESCRIPTION OF PROPERTY

The East Half of the Northwest Quarter (E½NW¼), the Southwest Quarter of the Northwest Quarter (SW¼NW¼), and the West Half of the Southwest Quarter (W½SW¼) of Section Seventeen (17); and Lots Four (4), Five (5) and Eight (8) of Section Eighteen (18), all in Township Eight (8) North, Range Fifty-seven (57) West of the Sixth Principal Meridian, Weld County, Colorado.

In witness whereof, this instrument is executed this 24th day of September, 1984, so as to be binding upon the parties hereto, their heirs, administrators, successors, and/or assigns.



Allen Box  
 Allen Box

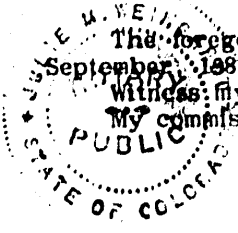
GRANTOR

Petroleum Energy Corporation  
 By Weldon C. Julander  
 President

GRANTEE

[Signature]  
 Assistant Secretary

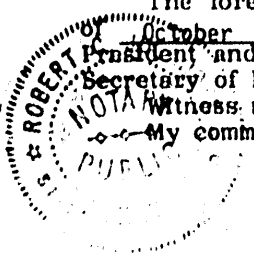
STATE OF COLORADO )  
 ) ss.  
 COUNTY OF LOGAN )



The foregoing instrument was acknowledged before me this 24th day of September, 1984, by Allen Box.  
 Witness my hand and official seal.  
 My commission expires: April 8, 1987.

Julie M. Weingaert  
 Notary Public

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF DENVER )

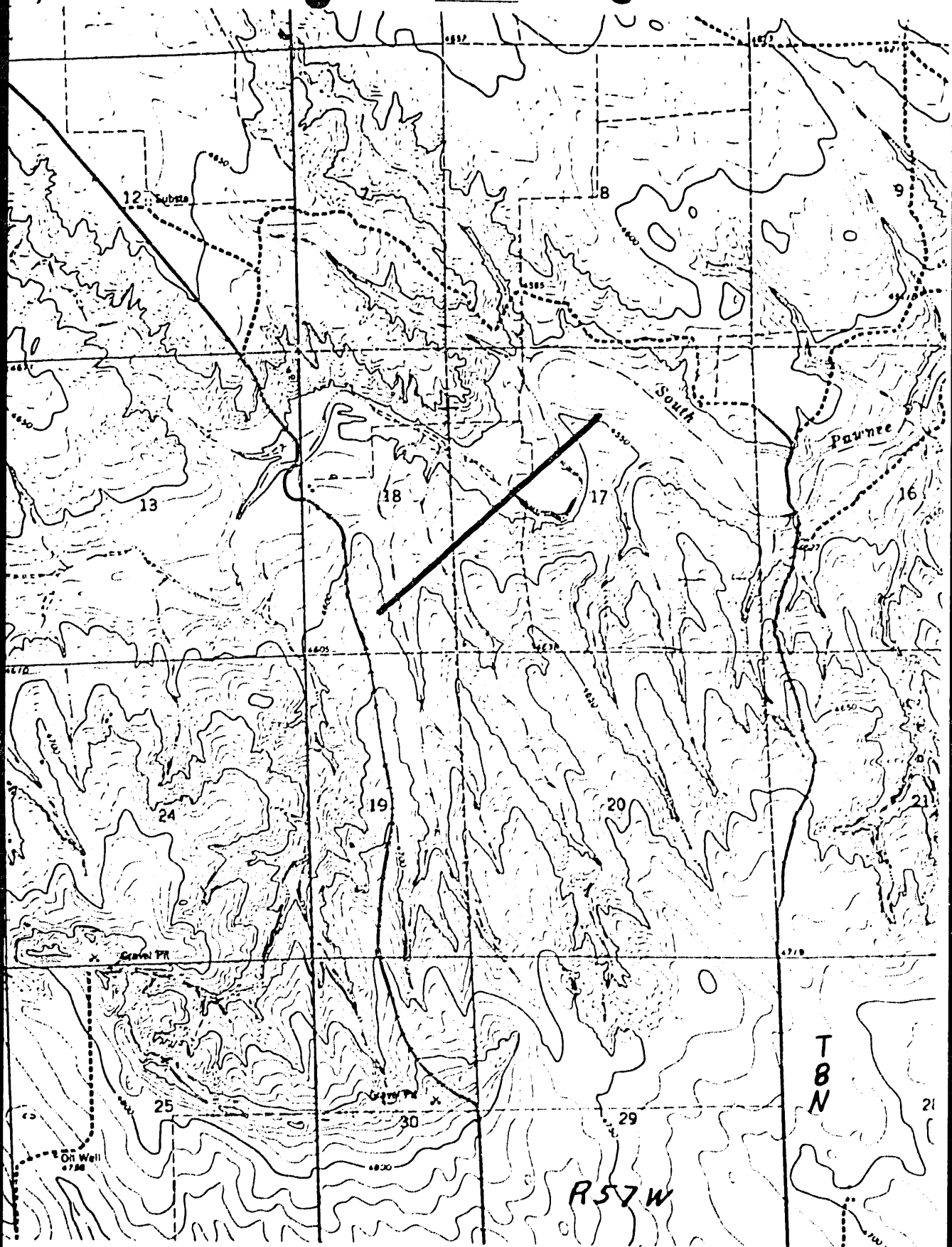


The foregoing instrument was acknowledged before me this 5th day of October, 1984, by Weldon C. Julander as President and John W. Julander as Assistant Secretary of Petroleum Energy Corporation, a corporation.  
 Witness my hand and official seal.  
 My commission expires: My commission expires Feb. 16, 1987

[Signature]  
 Notary Public



EXHIBIT A



B 1048 PEC 0198775 11/07/84 15:45 \$9.00 3/003  
F 1914 MAPY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

QUIT CLAIM DEED

FAMIE BOX, a single person, whose address is New Raymer, County of Weld, and State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and quit claims to ALLEN BOX, whose address is New Raymer, County of Weld, and State of Colorado, the following real property in the County of Weld and State of Colorado, to wit:

The South Half of the Southwest Quarter (S½SW¼) of Section Thirty-one (31), Township Nine (9) North, Range Fifty-seven (57) West of the Sixth Principal Meridian;

SAVING, EXCEPTING AND RESERVING unto the grantor, an undivided one-half (½) of all oil, gas and other minerals presently belonging to grantor in, on and under the above-described premises, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same;

with all its appurtenances.

Signed this 20th day of December, 1984.

*Famie Box*  
Famie Box, a single person

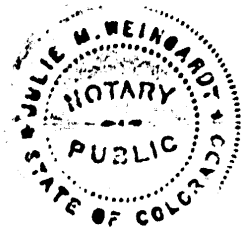
STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LOGAN     )

The foregoing instrument was acknowledged before me this 20th day of December, 1984, by Famie Box, a single person.

Witness my hand and official seal.

My commission expires: April 8, 1987.

*Julie M. Weingardt*  
Notary Public



Producers 88  
10-85

AR2059425

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 26th day of June 1986 by and between

Allen Box and Margaret Box a/k/a Margaret L. Box, husband and wife, New Raymer, Colorado

called "Lessor" (whether one or more) and PETROLEUM ENERGY CORPORATION, Denver, Colorado, hereinafter called "Lessee";

1. Lessor, for and in consideration of ten and more dollars (\$10.00 and more) in hand paid, the royalties provided, and covenants of Lessee herein contained, grants, leases and lets exclusively to Lessee the land described below for the purpose of investigating, exploring for, producing, saving, owning, handling, storing, treating and transporting oil and gas together with all rights, privileges and easements useful for Lessee's operations on said land and on lands in the same field with a common oil and gas reservoir, including but not limited to the rights to lay pipelines, build roads, construct tanks, pump and power stations, power communication lines, houses for its employees, and other structures and facilities and drill for, produce and use fresh water, "oil and gas" includes all hydrocarbons and other substances produced therewith.

The land included in this lease is situated in Weld County, Colorado, and is described as:

TOWNSHIP 8 NORTH, RANGE 58 WEST, 6th P.M. TOWNSHIP 9 NORTH, RANGE 58 WEST, 6th P.M.  
Section 1: Lots 1(64.17), 2(63.56), S½NE¼, SE¼, SE¼SW¼ Section 26: S½SE¼  
Section 4: Lot 1(58.14) Section 33: S½SE¼  
Section 11: NE¼NE¼ Section 34: S½

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 985.87 acres, whether it actually comprises more or less. This lease covers all of the interests in the lands committed hereto now owned by, or which may hereafter vest in, Lessor, and Lessor releases and waives all rights under the homestead exemption laws of this State. In calculating any payments based on acreage, Lessee may consider the land contains the acreage stated, whether it actually contains more or less. Lessee may inject water, salt water, gas or other substances into any stratum or strata under said land and not productive of fresh water. three(3)

- 2. This lease shall remain in force for a period of ~~XXXXXX~~ years from this date, called "primary term", and thereafter as long as "oil and gas" is produced from said land or Lessee is engaged in drilling or reworking operations on said land or upon lands unitized or pooled therewith.
- 13.54 Lessee shall pay royalties to Lessor as follows: (a) ~~XXXXXX~~ of the oil produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which this may be connected; Lessee may, at any time or times, purchase any royalty oil, paying the market value in the field on the day it is run to the storage tanks or pipelines; (b) the market value at 13.55 the wells of ~~XXXXXX~~ of the gas (including casinghead gas or other gaseous substances) produced from said land and sold, less a reasonable charge for compressing, transporting and making the gas merchantable; (c) ~~XXXXXX~~ of the amount realized from the sale of other substances produced from said land with oil or gas.
- 13.56 If Lessee discovers gas on the above described lands, or upon lands pooled or unitized therewith, Lessee may, at any time or times during or after the primary term, pay Lessor a sum equal to the rental on the acreage covered by this lease which shall be a shut-in gas payment and continue this lease for a period of one year, with the year to commence on the anniversary of this lease immediately preceding such payment unless the rental which became due on such anniversary was paid, in which event such year shall commence on the anniversary immediately following such payment. Any such payment shall be made to the Lessor and in the same manner as the payment of rental and shall be in lieu of the rental covering the same period of time, if any, but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, "oil and gas" and water produced from said land for all operations hereunder.

4. If drilling operations are not commenced on said land on or before one (1) year from this date, this lease shall terminate unless Lessee, on or before that date, shall pay or tender to Lessor or to Lessor's credit in Farmers National Bank at Ault, Colorado

or any successor, the sum of Nine Hundred Eighty Five and 87/100

dollars \$ 985.87 which shall extend for one (1) year the time within which such operations may be commenced. Thereafter, annually in the same manner and upon the same payment or tender, called "rental", this lease may be continued in force and such operations again deferred for successive periods of one (1) year during the primary term; provided that if any "oil and gas" shall be produced from any drilling or reworking operations conducted on said land within ninety (90) days prior to any anniversary of this lease during the primary term, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Such operations shall be commenced when first material is moved in or the first work done. Payments or tenders of rental may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before the date of payment. If the depository bank fails or refuses to accept the rental, this lease shall not terminate, nor Lessee be held in default for failure to pay rental unless Lessee fails to pay such rental for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank designated as depository shall continue as such as Lessor's agent regardless of changes in ownership of Lessor's interest and Lessee may pay or tender rental jointly

to the credit of all parties having any interest. All rental payments may be made to Allen Box one of the parties named as Lessor. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental or deposit rental to a Lessor entitled thereto, and if such payment or deposit shall be erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided Lessee rectifies the error or failure within thirty (30) days after written notice to Lessee. Lessee may at any time or times surrender this lease as to all or any part of the land by mailing or tendering to Lessor or to the depository bank or by filing of record a release or releases, and be relieved of all obligations as to the portions surrendered, after which the rental shall be reduced in the same proportion the acreage covered hereby is reduced.

XXXXXX or Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, to facilitate an orderly or uniform spacing well pattern or to comply with any order, rule or regulation of the State or Federal regulatory or conservation agency having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any part thereof, as above provided, as to oil or gas, in any one or more strata and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined with any other stratum or strata, and all units need not conform as to area with gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool, de-allocate or partition thereof into other units, or to enlarge or decrease any existing unit. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalties stipulated herein as the amount of his or its acreage pooled in the unit or his or its royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres permitted by State or Federal authority, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adjoining additional acreage thereto; likewise Lessee, at any time, may reduce the size of such unit as originally created, as aforesaid, but the rights of the parties to said unit, shall not be diminished by reason of such reduction, unless there is no then producing well situated upon the unit so created, as of such reduction. The enlargement or reduction of an existing unit shall be accomplished by Lessee executing and placing of record a supplemental declaration of unitization identifying and describing the lands added to or subtracted from the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the date of production on the unit.

XXXXXX or operation approved by governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the supplemental declaration of unitization shall not become effective until the date of production on the unit. Lessee shall comply with the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be complied with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event said production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purposes of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall not require Lessee's consent to any cooperative or unit plan or operation hereunder, and Lessee shall not terminate if Lessee commences or resumes drilling or reworking operations or production within one hundred twenty (120) days after such cessation; provided payment of rental (as provided in paragraph 4) is resumed if such cessation occurs during the primary term, which rental shall be in addition to any royalties paid. If at any time or times after the primary term or within one hundred twenty (120) days expiration of the primary term, all operations and all production hereunder shall cease for any cause, this lease shall not terminate if Lessee shall commence or resume drilling or reworking operations or the production of oil or gas within one hundred twenty (120) days after such cessation. Lessee, may in the interest of economy, commingle production from this lease with production from one or more leases in the same field, provided a method of measurement, in accordance with good engineering practices, is used to determine the production and to allocate the production to the respective leases whose production it commingles.

8. Lessee shall have the right to remove all Lessee's property and fixtures, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change in ownership of Lessor's interest shall be binding on Lessee until Lessee has been given notice consisting of certified copies of recorded instruments or documents necessary to establish a complete chain of record title from Lessor. No other type of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments as if no change had occurred. No present or future division of Lessor's ownership as to all or any part of said land shall enlarge the obligations or diminish the rights of Lessee. Should Lessee assign this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. In the event of assignment of this lease, as to a segregated portion of the above lands, rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

10. Whenever, as a result of any cause reasonably beyond Lessee's control such as fire, flood, windstorm or other Act of God, law, order, rule or regulation of any local, State or Federal government or governmental agency, or inability to secure men, material or transportation, Lessee is prevented from complying with any express or implied obligation of this lease, Lessee shall not be liable for damages or forfeiture of this lease and Lessee's obligations shall be suspended so long as such cause persists and Lessee shall have ninety (90) days after cessation of such cause in which to resume performance.

11. The royalties and rental provisions herein are determined with respect to the entire mineral estate in oil and gas (including all previously reserved or conveyed non-participating royalty) and if Lessor owns a lesser interest, the royalty and rental to be paid Lessor shall be reduced proportionately, however, such rental and/or royalty shall be increased at the next succeeding lease anniversary date, after any title reversion occurs or remainderman's interest is obtained by Lessor, this to cover the added interest so acquired. Lessee may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or redeem the land from any purchaser at any tax sale or adjudication and shall be subrogated to such lien with the right to enforce it, and may reimburse itself from any rentals and royalties accruing to the land.

Any default occurring on the part of Lessee with respect to any well or wells drilled upon the above described lands, or upon lands unitized therewith, shall not impair Lessee's rights with respect to any other well or wells drilled hereon.

12. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease, shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor or Lessee.

SEE RIDER attached hereto and made a part hereof.  
This instrument is executed as of the day first above written.

SS # \_\_\_\_\_ Allen Box  
SS # \_\_\_\_\_ Margaret Box  
SS # \_\_\_\_\_  
SS # \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF COLORADO } HUSBAND AND WIFE
COUNTY OF WELD } ss.

On this 28th day of June, 1986, before me personally appeared Allen Box and Margaret Box

to me known to be the identical persons, described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of the right and effect of signing and acknowledging the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires: My commission expires Feb. 16, 1987.

Notary Public. Address:

STATE OF } INDIVIDUAL
COUNTY OF } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 19, personally appeared

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes and therein set forth.

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

Notary Public. Address:

(SEAL)

STATE OF } INDIVIDUAL
COUNTY OF } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 19, personally appeared

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes and therein set forth.

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

Notary Public. Address:

(SEAL)

STATE OF } CORPORATE
COUNTY OF } ss.

On this day of 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public. Address:

(SEAL)

STATE OF }
COUNTY OF } ss.

This instrument was filed for record on the day of 19, at o'clock, M., and duly recorded in Book Page of the records of this office.

County Clerk. Deputy. By

WHEN RECORDED RETURN TO: PETROLEUM ENERGY CORPORATION 1480 Dome Tower 1625 Broadway Denver, Colorado 80202



R I D E R

Attached to and made a part of that certain Oil and Gas Lease dated June 26, 1986, executed by Allen Box and Margaret Box, in favor of Petroleum Energy Corporation, covering Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , SE $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, Lot 1 of Section 4, NE $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 11, Township 8 North, Range 58 West of the 6th P.M. and the S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 26, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 33, S $\frac{1}{2}$  Section 34, Township 9 North, Range 58 West of the 6th P.M. all in Weld County, Colorado.

1. The Lessee shall pay lessor, as royalty, 13.5% of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found in commercial quantities, and where not sold shall pay Two Hundred Forty and 00/100ths Dollars (\$240.00) per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under the terms hereof; provided, however, that where gas only is found and not sold, the above provided royalty shall hold such well as a producing well only for a period of three years after the end of the primary term, and at the expiration of said three year period, if oil and/or gas, casinghead gas or casinghead gasoline, or any of them, is not actually being produced from the above described premises, then and in the event, this lease shall terminate.

2. Prior to the commencement of drilling operations on any well location, lessee shall deposit with lessor the sum of One Thousand and 00/100ths Dollars (\$1,000.00) to secure the payment of damages sustained by the lessor arising out of said drilling operations. The lessee shall pay the lessor One Thousand and 00/100ths Dollars (\$1,000.00) as surface damage caused by exploration, development and production activity of the lessee in connection with each well location on the above described premises. Included in each well location shall be the moving in and out of drilling equipment, actual well site and slush pit, flow lines and roads on the above described premises providing access to said well location. Each tank battery installation, including tanks, separators, treater flow lines, roads and easement for electric lines on the above described premises providing access to said tank battery shall be considered as a location for the purpose of surface damage which shall be in the amount of Five Hundred and 00/100ths Dollars (\$500.00).

The parties hereto agree that the liquidated damages above provided for shall only cover damages reasonably to be anticipated from exploration, development and production from oil and/or gas on the above described premises as distinguished from excessive, abnormal or unreasonable damages which are not covered by the above provided liquidated damages, and the lessee shall remain liable for any excessive abnormal or unreasonable damages to the real, personal or mixed property of the lessor. Upon settlement and payment in full of all damages suffered or incurred by the lessor on any well location, the lessor shall refund the lessee the above described One Thousand and 00/100ths Dollar (\$1,000.00) deposit for that well location.

3. Lessee agrees that all slush pits are to be fenced until such time as they may be properly filled and leveled by lessee.

4. Lessee may at any time surrender this Lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county, and the lessee shall furnish to the lessor such release upon the termination of said lease. Upon termination of the lease the lessee agrees to furnish the lessor

with a supplemental abstract of title covering the period from the date of the execution of this lease through the recording of the release of said oil and gas lease, said abstract to cover the above described premises.

5. Lessee agrees to consult with lessor and to agree upon the location of any access roads to be used in connection with the development of the above described premises. Lessor's consent shall not be unreasonably withheld.

6. Lessee agrees to install cattle guards at fence lines in the event of production and agrees to keep all gates closed prior to the installation of cattle guards.

7. The lessee agrees that it will not drill within such distance of any presently existing water well or water source on the above described premises that would result in the contamination of or injury to said water well or water source.

8. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above-described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

Allen Box  
Allen Box

Margaret Box  
Margaret Box

B 1131 REC 02073043 10/13/86 10:39 \$12.00 1/004  
F 0898 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

AR2059425

OIL AND GAS LEASE

Producers 88  
10-85

THIS AGREEMENT is made and entered into this 26th day of June 1986, by and between Allen Box and Margaret Box a/k/a Margaret L. Box, husband and wife, New Raymer, Colorado

called "Lessor" (whether one or more) and PETROLEUM ENERGY CORPORATION, Denver, Colorado, hereinafter called "Lessee".

1. Lessor, for and in consideration of ten and more dollars (\$10.00 and more) in hand paid, the royalties provided, and covenants of Lessee herein contained, grants, leases and lets exclusively to Lessee the land described below for the purpose of investigating, exploring for, drilling for, producing, saving, owning, handling, storing, treating and transporting oil and gas together with all rights, privileges and easements useful for Lessee's operations on said land and on lands in the same field with a common oil and gas reservoir, including but not limited to the rights to lay pipelines, build roads, construct tanks, pump and power stations, power communication lines, houses for its employees, and other structures and facilities and drill for, produce and use fresh water. The phrase "oil and gas" includes all hydrocarbons and other substances produced therefrom.

The land included in this lease is situated in Weld County, Colorado, and is described as:  
TOWNSHIP 8 NORTH, RANGE 58 WEST, 6th P.M.  
Section 1: Lots 1(64.17), 2(63.56), S½NE¼, SE¼, SE¼SW¼  
Section 4: Lot 1(58.14)  
Section 11: NE¼NE¼  
TOWNSHIP 9 NORTH, RANGE 58 WEST, 6th P.M.  
Section 26: N½NE¼ M.B.  
Section 33: S½SE¼ R.B.  
Section 34: S½

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights of way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 985.87 acres, whether it actually comprises more or less. This lease covers all of the interests in the lands committed hereto now owned by, or which may hereafter vest in, Lessor, and Lessor releases and waives all rights under the homestead exemption laws of this State. In calculating any payments based on acreage, Lessee may consider the land contains the acreage stated, whether it actually contains more or less. Lessee may inject water, salt water, gas or other substances into any stratum or strata under said land and not productive of fresh water, three(3)

- 13.5% This lease shall remain in force for a period of ~~XXXXXX~~ years from this date, called "primary term", and thereafter as long as "oil and gas" is produced from said land or Lessee is engaged in drilling or reworking operations on said land or upon lands unitized or pooled therewith.
- 13.5% Lessee shall pay royalties to Lessor as follows: (a) ~~XXXXXXXXXX~~ of the oil produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the well is connected; (b) ~~XXXXXXXXXX~~ of the gas (including casinghead gas or other gaseous substances) produced from said land and sold, less a reasonable charge for compressing, transporting and making the gas marketable; (c) ~~XXXXXXXXXX~~ of the amount realized from the sale of other substances produced from said land with oil or gas.
- 13.5% If Lessee discovers gas on the above described lands, or upon lands pooled or unitized therewith, Lessee may, at any time or times during or after the primary term, pay Lessor a sum equal to the rental on the acreage covered by this lease which shall be a shut-in gas payment and continue this lease for a period of one year with the year to commence on the anniversary of this lease immediately following such payment unless the rental which became due on such anniversary was paid, in which event such year shall commence on the anniversary immediately following such payment. Any such payment shall be made to the Lessor and in the same manner as the payment of rental and shall be in lieu of the rental covering the same period of time, if any, but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, "oil and gas" and water produced from said land for all operations hereunder.
- 4. If drilling operations are not commenced on said land on or before one (1) year from this date, this lease shall terminate unless Lessee, on or before that date, shall pay or tender to Lessor or to Lessor's credit in full at Farmers National Bank at Ault, Colorado, Nine Hundred Eighty Five and 87/100-----

dollars \$ 985.87 which shall extend for one (1) year the time within which such operations may be commenced. Thereafter, annually in the same manner and upon the same payment or tender, called "rental", this lease may be continued in force and such operations again deferred for successive periods of one (1) year during the primary term; provided that if any "oil and gas" shall be produced from any drilling or reworking operations conducted on said land within ninety (90) days prior to any anniversary of this lease during the primary term, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Such operations shall be commenced when first material is moved in or the first work done. Payments or tenders of rental may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before the date of payment. If the depository bank fails or refuses to accept the rental, this lease shall not terminate, nor Lessee be held in default for failure to pay rental unless Lessee fails to pay such rental for thirty (30) days after Lessor has delivered to Lessee a refundable instrument designating another depository bank. Any bank designated as depository shall continue as such and as Lessor's agent regardless of changes in ownership of Lessor's interest and Lessee may pay or tender rental jointly

to the credit of all parties having any interest. All rental payments may be made to Allen Box, one of the parties named as Lessor. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental or deposit rental to a Lessor entitled thereto, and if such payment or deposit shall be erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but the lease shall be maintained in the same manner as if such erroneous rental payment or deposit has been properly made, provided Lessee rectifies the error or failure within thirty (30) days after written notice to Lessee. Lessee may at any time or times surrender this lease as to all or any part of the land by mailing or tendering to Lessor or to the depository bank or by filing of record a release or releases, and be relieved of all obligations as to the portion surrendered, after which the rental shall be reduced in the same proportion the acreage covered hereby is reduced.

6. If the State of Colorado or any other State or Federal regulatory or conservation agency having jurisdiction, Lessee may pool or combine acreage covered by this lease, or any other stratum or strata, and all units need not conform to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool, lease or combine any other stratum or strata, and all units need not conform to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool, lease or combine any other stratum or strata, and all units need not conform to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool, lease or combine any other stratum or strata, and all units need not conform to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool, lease or combine any other stratum or strata, and all units need not conform to area with gas units.

7. If at any time or times after the primary term or before expiration of the primary term, operations and production shall cease for any cause, this lease shall not terminate if Lessee commences or resumes drilling or reworking operations or production within one hundred twenty (120) days after such cessation; provided payment of rental (as provided in paragraph 4) is resumed if such cessation occurs during the primary term, when the rental shall be in addition to any royalties paid. If at any time or times after the primary term or within one hundred twenty (120) days expiration of the primary term, all operations and all production hereunder shall cease for any cause, this lease shall not terminate if Lessee shall commence or resume drilling or reworking operations on the production of oil or gas within one hundred twenty (120) days after such cessation. Lessee, may in the interest of economy, commingle production from this lease with production from one or more leases in the same field, provided a method of measurement, in accordance with good engineering practices, is used to determine the production and to allocate the production to this lease with production from one or more leases in the same field, provided a method of measurement, in accordance with good engineering practices, is used to determine the production and to allocate the production to this lease with production from one or more leases in the same field.

8. ~~XXXXXXXXXX~~ When requested by the surface owner, Lessee shall bury pipelines below ordinary plow depth across unpatented land. No well shall be drilled within two hundred (200) feet of any residence or barn now on the land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing.  
9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change in ownership of Lessor's interest shall be binding on Lessee until Lessee has been given notice consisting of certified copies of recorded instruments or documents necessary to establish a complete chain of record title from Lessor. No other type of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments as if no change had occurred. No present or future division of Lessor's ownership as to all or any part of said land shall enlarge the obligations or diminish the rights of Lessee. Should Lessee assign this lease, its whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. In the event of assignment of this lease, as to a segregated portion of the above lands, rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and details of rental payment by one shall not affect the rights of other leasehold owners hereunder.  
10. Whenever, as a result of any cause reasonably beyond Lessee's control such as fire, flood, windstorm or other Act of God, law, order, rule or regulation of any local, State or Federal government or governmental agency, or inability to secure men, material or transportation, Lessee is prevented from complying with any express or implied obligation of this lease, Lessee shall not be liable for the damages or forfeiture of this lease and Lessee's obligations shall be suspended so long as such cause exists and Lessee shall have ninety (90) days after cessation of such cause in which to resume performance of its obligations under this lease. The royalties and rental provided herein are determined with respect to the entire mineral estate in oil and gas (including all previously reserved or conveyed non-participating royalty) and if Lessor owns a lesser interest, the royalty and rental to be paid Lessor shall be reduced proportionately, however, such rental and/or royalty shall be increased at the next succeeding lease anniversary date, after any title reversion occurs or remainderman's interest is obtained by Lessee, to cover the added interest so acquired. Lessee may purchase or discharge in whole or in part in any tax, mortgage or other lien upon said land, or redeem the land from any purchaser at any tax sale or adjudication and shall be subrogated to such rights with respect to the land so purchased or discharged or redeemed, but the purchase or discharge in whole or in part in any tax, mortgage or other lien upon said land, or redeem the land from any purchaser at any tax sale or adjudication and shall be subrogated to such rights with respect to the land so purchased or discharged or redeemed, but the purchase or discharge in whole or in part in any tax, mortgage or other lien upon said land, or redeem the land from any purchaser at any tax sale or adjudication and shall be subrogated to such rights with respect to the land so purchased or discharged or redeemed.

11. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor or Lessee.

SEE RIDER attached hereto and made a part hereof.  
This instrument is executed as of the day first above written

SS # \_\_\_\_\_  
SS # \_\_\_\_\_  
SS # \_\_\_\_\_  
SS # \_\_\_\_\_  
Allen Box  
Margaret Box  
Margaret Box

ACKNOWLEDGMENTS

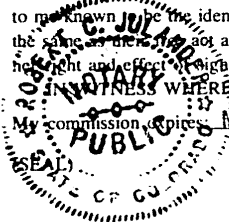
STATE OF COLORADO }  
COUNTY OF WELD } ss.

HUSBAND AND WIFE

On this 28th day of June, 1986, before me personally appeared Allen Box and Margaret Box, his wife

to me known to be the identical persons, described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of the right and effect of signing and acknowledging the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My commission expires Feb. 16, 1987.



[Signature]  
Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person\_\_\_\_, described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_duly executed the same as \_\_\_\_\_free and voluntary act and deed for the uses and purposes and therein set forth.

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

My commission expires: \_\_\_\_\_ Notary Public.

(SEAL) Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person\_\_\_\_, described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_duly executed the same as \_\_\_\_\_free and voluntary act and deed for the uses and purposes and therein set forth.

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

My commission expires: \_\_\_\_\_ Notary Public.

(SEAL) Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

CORPORATE

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires: \_\_\_\_\_ Notary Public.

(SEAL) Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the records of this office.

County Cler.k.

By \_\_\_\_\_ Deputy.

WHEN RECORDED RETURN TO: PETROLEUM ENERGY CORPORATION  
1480 Dome Tower 1625 Broadway  
Denver, Colorado 80202

B 1131 REC 02073043 10/13/86 10:39 \$12.00 2/004  
F 0899 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

E 1118 REC 059425 07/02/86 12:21 \$12.00 2/004  
F 1043 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO



R I D E R

Attached to and made a part of that certain Oil and Gas Lease dated June 26, 1986, executed by Allen Box and Margaret Box, in favor of Petroleum Energy Corporation, covering Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , SE $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, Lot 1 of Section 4, NE $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 11, Township 8 North, Range 58 West of the 6th P.M. and the NE $\frac{1}{2}$ NE $\frac{1}{4}$  Section 26, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 33, S $\frac{1}{2}$  Section 34, Township 9 North, Range 58 West of the 6th P.M. all in Weld County, Colorado.

1. The Lessee shall pay lessor, as royalty, 13.5% of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found in commercial quantities, and where not sold shall pay Two Hundred Forty and 00/100ths Dollars (\$240.00) per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under the terms hereof; provided, however, that where gas only is found and not sold, the above provided royalty shall hold such well as a producing well only for a period of three years after the end of the primary term, and at the expiration of said three year period, if oil and/or gas, casinghead gas or casinghead gasoline, or any of them, is not actually being produced from the above described premises, then and in the event, this lease shall terminate.

2. Prior to the commencement of drilling operations on any well location, lessee shall deposit with lessor the sum of One Thousand and 00/100ths Dollars (\$1,000.00) to secure the payment of damages sustained by the lessor arising out of said drilling operations. The lessee shall pay the lessor One Thousand and 00/100ths Dollars (\$1,000.00) as surface damage caused by exploration, development and production activity of the lessee in connection with each well location on the above described premises. Included in each well location shall be the moving in and out of drilling equipment, actual well site and slush pit, flow lines and roads on the above described premises providing access to said well location. Each tank battery installation, including tanks, separators, treater flow lines, roads and easement for electric lines on the above described premises providing access to said tank battery shall be considered as a location for the purpose of surface damage which shall be in the amount of Five Hundred and 00/100ths Dollars (\$500.00).

The parties hereto agree that the liquidated damages above provided for shall only cover damages reasonably to be anticipated from exploration, development and production from oil and/or gas on the above described premises as distinguished from excessive, abnormal or unreasonable damages which are not covered by the above provided liquidated damages, and the lessee shall remain liable for any excessive abnormal or unreasonable damages to the real, personal or mixed property of the lessor. Upon settlement and payment in full of all damages suffered or incurred by the lessor on any well location, the lessor shall refund the lessee the above described One Thousand and 00/100ths Dollar (\$1,000.00) deposit for that well location.

3. Lessee agrees that all slush pits are to be fenced until such time as they may be properly filled and leveled by lessee.

4. Lessee may at any time surrender this Lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county, and the lessee shall furnish to the lessor such release upon the termination of said lease. Upon termination of the lease the lessee agrees to furnish the lessor

with a supplemental abstract of title covering the period from the date of the execution of this lease through the recording of the release of said oil and gas lease, said abstract to cover the above described premises.

5. Lessee agrees to consult with lessor and to agree upon the location of any access roads to be used in connection with the development of the above described premises. Lessor's consent shall not be unreasonably withheld.

6. Lessee agrees to install cattle guards at fence lines in the event of production and agrees to keep all gates closed prior to the installation of cattle guards.

7. The lessee agrees that it will not drill within such distance of any presently existing water well or water source on the above described premises that would result in the contamination of or injury to said water well or water source.

8. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above-described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

*Allen Box*

Allen Box

*Margaret Box*

Margaret Box



11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations or lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease shall constitute grounds for any cause of action or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting the drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.
12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.
13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.
14. Notwithstanding Paragraph 4 hereinabove, this lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.
15. Lessee has the option of extending this lease for a period of \_\_\_\_\_ additional years beyond the expiration of the primary term, if on or before the expiration date, lessee pays or tenders to the lessor's depository bank, a dollar amount equal to \_\_\_\_\_ dollars per net mineral acre.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Homer E. Northup \_\_\_\_\_ Elizabeth Marie Northup \_\_\_\_\_  
Homer E. Northup Elizabeth Marie Northup

ACKNOWLEDGMENTS

STATE OF Colorado } ss. INDIVIDUAL, North Dakota, South Dakota, Nebraska  
COUNTY OF Weld }  
On this 2nd day of September, 1987, before me, personally appeared Homer E. Northup  
& Elizabeth Marie Northup to me known to be the person S described in and who executed the foregoing  
instrument, and acknowledged to me that they executed the same as their free act and deed.  
My commission expires: 1/24/90  
Donald Wentworth  
Notary Public  
Residing at Lakewood, CO

STATE OF \_\_\_\_\_ } ss. INDIVIDUAL, North Dakota, South Dakota, Nebraska  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, personally appeared \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ described in and who executed the foregoing  
instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.  
My commission expires: \_\_\_\_\_  
Notary Public.

No. \_\_\_\_\_

**Oil and Gas Lease**

FROM \_\_\_\_\_ TO \_\_\_\_\_

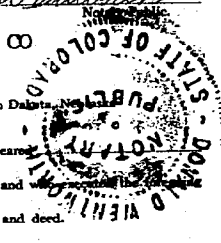
Dated \_\_\_\_\_, 19\_\_\_\_

No. Acres \_\_\_\_\_ County \_\_\_\_\_

Term \_\_\_\_\_ This instrument was filed for record on \_\_\_\_\_ at \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ records of this office.

By \_\_\_\_\_ Register of Deeds.

Deputy \_\_\_\_\_ When recorded return to \_\_\_\_\_



m-288  
6  
# 4013 50A

STATE OF \_\_\_\_\_ } ss. CORPORATE, North Dakota, South Dakota, Nebraska  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, a Notary Public,  
personally appeared \_\_\_\_\_  
known to me to be the \_\_\_\_\_ of the Corporation that is described in and that executed the within instrument and  
acknowledged to me that such Corporation executed the same.  
My commission expires: \_\_\_\_\_  
Notary Public.

DIVERSIFIED OPERATING CORPORATION  
1600 STOUT STREET, SUITE 1500  
DENVER, COLORADO 80202





- 11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance there-with is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.
- 12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.
- 13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.
- 14. Notwithstanding Paragraph 4 hereinabove, this lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.
- 15. Lessee has the option of extending this lease for a period of \_\_\_\_\_ additional years beyond the expiration of the primary term, if on or before the expiration date, lessee pays or tenders to the lessor's credit in lessor's depository bank, a dollar amount equal to \_\_\_\_\_ dollars per acre, minimum \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

\_\_\_\_\_  
Kenneth Littlefield  
542-12-6666

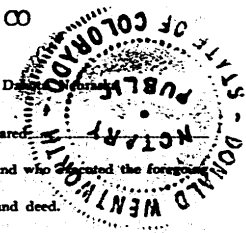
ACKNOWLEDGMENTS

STATE OF Colorado } st. INDIVIDUAL, North Dakota, South Dakota, Nebraska  
COUNTY OF Weld }  
On this 2nd day of September, 1987, before me, personally appeared  
Kenneth Littlefield  
to me known to be the person described in and who executed the foregoing  
instrument, and acknowledged to me that he executed the same as his free act and deed.  
My commission expires: 1/24/90

*Donald Wentworth*  
Donald Wentworth  
Residing at Lakewood, CO  
Notary Public.

0886  
609  
#4013 RA

STATE OF \_\_\_\_\_ } st. INDIVIDUAL, North Dakota, South Dakota, Nebraska  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, personally appeared \_\_\_\_\_  
to me known to be the person described in and who executed the foregoing  
instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.  
My commission expires: \_\_\_\_\_



Notary Public.

No. \_\_\_\_\_  
**Oil and Gas Lease**  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
Dated \_\_\_\_\_, 19\_\_\_\_  
No. Acres \_\_\_\_\_  
County \_\_\_\_\_  
Term \_\_\_\_\_  
This instrument was filed for record on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly  
recorded in Book \_\_\_\_\_, Page \_\_\_\_\_  
of the \_\_\_\_\_ records of this office.  
By \_\_\_\_\_, Deputy  
Register of Deeds.  
When recorded return to \_\_\_\_\_

DIVERSIFIED OPERATING CORPORATION  
1600 STOUT STREET, SUITE 1500  
DENVER, COLORADO 80202

STATE OF \_\_\_\_\_ } st. CORPORATE, North Dakota, South Dakota, Nebraska  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, a Notary Public,  
personally appeared \_\_\_\_\_  
known to me to be the \_\_\_\_\_ of the Corporation that is described in and that executed the within instrument and  
acknowledged to me that such Corporation executed the same.  
My commission expires: \_\_\_\_\_  
Notary Public.

QUIT CLAIM DEED

FAMIE BOX, a single person, whose address is New Raymer, County of Weld, and State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and quit claims to ALLEN BOX, whose address is New Raymer, County of Weld, and State of Colorado, the following real property in the County of Weld and State of Colorado, to wit:

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ); the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ); and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-one (31); the South Half (S $\frac{1}{2}$ ) of Section Thirty-two (32); Township Nine (9) North, Range Fifty-seven (57) West of the Sixth Principal Meridian;

AND

The Northeast Quarter (NE $\frac{1}{4}$ ) and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Twenty-three (23); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-four (24); the North Half (N $\frac{1}{2}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-five (25); the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Twenty-six (26); Township Nine (9) North, Range Fifty-eight (58) West of the Sixth Principal Meridian;

SAVING, EXCEPTING AND RESERVING unto the grantor, an undivided one-half ( $\frac{1}{2}$ ) of all oil, gas and other minerals presently belonging to grantor in, on and under the above-described premises, together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same;

with all its appurtenances.

Signed this 16 day of May, 1988.

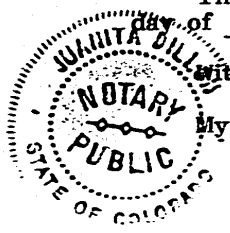
Famie Box  
Famie Box, a single person

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 16 day of May, 1988, by Famie Box, a single person.

Witness my hand and official seal.

My commission expires: 9/02/91



Juanita Dillon  
Notary Public

# OIL AND GAS LEASE

AR2431019

AGREEMENT, Made and entered into the 14th day of December, 19 94, by and between

Homer Earl Self, Jr., a single man

whose post office address is 1600 So. Broadway, #11, Denver, CO 80210, hereinafter called Lessor (whether one or more) and

Frank H. Walsh whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee:  
ten and more DOLLARS

WITNESSETH, That the Lessor, for and in consideration of \_\_\_\_\_ DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of COLORADO, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 11: NE/4NE/4

and containing 40 acres, more or less. ONE (1) *HS*  
1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 the expiration of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 cause as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership into different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESS:  
Young C. Lee Homer Earl Self, Jr.  
3-75-1995 Homer Earl Self, Jr.

Soc. Sec. No.: ✓



STATE OF COLORADO  
City and }  
COUNTY OF Denver } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this     
day of December, 19 94, personally appeared Homer Earl Self, Jr.

~~and~~ \_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires    Notary Public.  
Address:   

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_.  
Notary Public.  
Address: \_\_\_\_\_

(SEAL)  
My Commission expires \_\_\_\_\_

No.	
FROM	
TO	
Dated	_____ 19 _____
No. Acres	
County	
Term	
This instrument was filed for record on the _____	
day of _____	19 _____, at _____
o'clock _____ M., and duly recorded in	
Volume _____	Page _____
_____ of the records of this office.	
County Clerk	
By _____	Deputy _____
When recorded return to	
WALSH PRODUCTION INC.	
P.O. Box 30	
Sterling, CO 80751	

*AP*

# OIL AND GAS LEASE

AR2433562

AGREEMENT, Made and entered into the 21st day of March, 1995, by and between  
Lawrence F. Wommack and Marie A. Wommack, husband and wife

whose post office address is 747 Albion, Denver, CO 80220, hereinafter called Lessor (whether one or more) and  
Walsh Production, Inc. (70%) and  
Frank H. Walsh (30%) whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of \*\*ten and more\*\* DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 14: E/2NW/4

*Handwritten:* 3 3/4 W. 1/4 N 8

80 THREE (3)

1. It is agreed that this lease shall remain in force for a term of 30 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
  - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
  - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. Notwithstanding the above, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations on a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or re-working operations on a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

*Lawrence F. Wommack*  
\_\_\_\_\_  
Lawrence F. Wommack

*Marie A. Wommack*  
\_\_\_\_\_  
Marie A. Wommack

Soc. Sec. No. : \_\_\_\_\_

Soc. Sec. No. : \_\_\_\_\_

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

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of March, 1995, personally appeared Lawrence F. Wommack

and Marie A. Wommack

to me known to be the identical person S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My Commission Expires My Commission Expires Oct. 2, 1996  
Janda R. Bright Notary Public  
Address: 730 Colo Blvd Denver, CO 80206

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_, described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My Commission Expires \_\_\_\_\_ Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_. Notary Public.  
Address: \_\_\_\_\_

(SEAL)  
My Commission expires \_\_\_\_\_

Vertical lines for recording information: No., FROM, TO, Dated, No. Acres, Term, County, This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in Volume Page of the records of this office. By Deputy. When recorded return to WAT... [Stamp]

# OIL AND GAS LEASE

AR2438481

AGREEMENT, Made and entered into the 25th day of April, 1995, by and between Marilyn J. Samber, a married woman dealing in her sole and separate property, individually and as successor to Executive Rights reserved in Mineral Deed recorded in Book 1331, Page 41, whose post office address is 1021 W. Grant, Olysses, KS 67880-9998, hereinafter called Lessor (whether one or more) and Walsh Production, Inc. (70%) and Frank H. Walsh (30%) whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 14: E/2NW/4

Notwithstanding anything contained herein to the contrary, the royalty as stipulated in paragraph 3 below is to be Seventeen Percent (17%) instead of the stated 1/8th.

- and containing 80 <sup>TWO (2) MS</sup> acres, more or less.
1. It is agreed that this lease shall remain in force for a term of XXX years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.
  2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
  3. In consideration of the premises the said Lessee covenants and agrees:
    - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
    - 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
    - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
  4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
  5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
  6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
  8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
  10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
  11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
  12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the minerals covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
  13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
  14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
  15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

\_\_\_\_\_  
Marilyn J. Samber  
Marilyn J. Samber

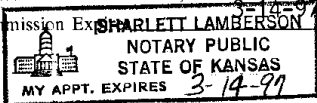
Soc. Sec. No.:

STATE OF KANSAS  
COUNTY OF Grant } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Third day of September  
day of May, 19 95, personally appeared Marilyn J. Samber

~~X~~ \_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 3-14-99  
 Sharlett Lamberson  
Notary Public.  
Address: 100 S. Main  
Ulysses, Kansas 67880

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_.  
Notary Public.

(SEAL) Address: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

2438481 B-1492 P-276 05/16/95 01:52P PG 2 OF 2

No.	FROM	TO	Dated _____, 19 _____	No. Acres _____	County _____	Term _____	This instrument was filed for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	By _____ County Clerk.	Deputy _____	When recorded return to <b>WALSH PRODUCTION INC.</b> P.O. Box 30 Sterling, CO 80751
-----	------	----	-----------------------	-----------------	--------------	------------	--	------------------------	--------------	--

LP



# OIL AND GAS LEASE

AR2438482

AGREEMENT, Made and entered into the 25th day of April, 19 95, by and between Vicki Jo Schaaf, a married woman dealing in her sole and separate property, individually and as successor to Executive Rights reserved in Mineral Deed recorded in Book 1331, Page 41, whose post office address is 4025 Toledo Ave., Fort Worth, TX 76133, hereinafter called Lessor (whether one or more) and Walsh Production, Inc. (70%) and Frank H. Walsh (30%) whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of \*\*ten and more\*\* DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 14: E/2NW/4

Notwithstanding anything contained herein to the contrary, the royalty as stipulated in paragraph 3 below is to be Seventeen Percent (17%) instead of the stated 1/8th.

and containing 80 acres, more or less. TWO (2) 155

1. It is agreed that this lease shall remain in force for a term of XX years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
  - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
  - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

\_\_\_\_\_  
Vicki Jo Schaaf  
Vicki Jo Schaaf

\_\_\_\_\_  
Soc. Sec. No. : /

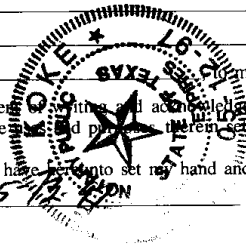
STATE OF TEXAS  
COUNTY OF TARRANT } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th  
day of May, 19 95, personally appeared Vicki Jo Schaaf

\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 5/19/98



Notary Public  
Address: 819 Taylor Rm 710B FT WORTH TX 76102

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_.  
Notary Public.

(SEAL) Address: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

No. _____
FROM _____
TO _____
Dated _____, 19 _____
No. Acres _____
Term _____
County _____
This instrument was filed for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.
By _____ County Clerk.
Deputy _____
When recorded return to WALSH PRODUCTION INC. P.O. Box 30 Sterling, CO 80751

*SP*

# OIL AND GAS LEASE

AR2438483

AGREEMENT, Made and entered into the 25th day of April, 1995, by and between Charlotte J. Norgren, a married woman dealing in her sole and separate property, individually and as successor to Executive Rights reserved in Mineral Deed recorded in Book 1331, Page 41, whose post office address is 9090 C.R. 31, Ovid, CO 80744, hereinafter called Lessor (whether one or more) and Walsh Production, Inc. (70%) and Frank H. Walsh (30%) whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of \*\*ten and more\*\* DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 14: E/2NW/4

Notwithstanding anything contained herein to the contrary, the royalty as stipulated in paragraph 3 below is to be Seventeen Percent (17%) instead of the stated 1/8th.

- and containing 80 acres, more or less. TWO (2) CN
1. It is agreed that this lease shall remain in force for a term of XX years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.
  2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
  3. In consideration of the premises the said Lessee covenants and agrees:
    - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
    - 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
    - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
  4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
  5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
  6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
  8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
  10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
  11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
  12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations on a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations on a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
  13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
  14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
  15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Charlotte J. Norgren  
Charlotte J. Norgren

Soc. Sec. No.:

STATE OF COLORADO  
COUNTY OF Sedgwick } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th  
day of May, 1995, personally appeared Charlotte J. Norgren

~~XXX~~  
to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 6-3-97  
Barbara Jean Peyton Notary Public.  
Address: 114 0th Avd, Co 80744

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public.  
Address: \_\_\_\_\_

(SEAL)  
My Commission expires \_\_\_\_\_

2438483 B-1492 P-278 05/16/95 01:53P PG 2 OF 2

No.	
FROM	
TO	
Dated	_____ 19____
No. Acres	_____
County	_____
Term	_____
This instrument was filed for record on the	_____ 19____ at
day of _____	_____ M., and duly recorded in
Volume	_____ Page _____
_____	_____ of the records of this office.
By _____	County Clerk.
_____	Deputy.
When recorded return to	
WALSH PRODUCTION INC.	
P.O. Box 30	
Sterling, CO 80751	

LP

968

**STIPULATION AND CROSS-CONVEYANCE  
OF MINERAL INTEREST**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, it is the desire of the undersigned to stipulate as to their mineral ownership in the following described lands:

Township 9 North, Range 58 West, 6th P.M.  
Section 24: S/2NW/4  
Section 25: E/2NW/4, E/2  
Township 9 North, Range 57 West, 6th P.M.  
Section 32: S/2

WHEREAS the mineral interests in the described lands were previously owned by Famie Box, mother of the undersigned parties.

WHEREAS the undersigned agree that the mineral interests they acquired from Famie Box are now owned as follows:

**Township 9 North, Range 58 West, 6th P.M.**  
**Section 24: S/2NW/4**  
**Section 25: E/2**

<u>Owner</u>	<u>Percent Interest</u>
Charlotte J. Norgren and Vicki Jo Schaaf, Trustees under Trust Agreement of Allen Box dated 7/3/90	28.125%
Karen Kester	9.375%

**Township 9 North, Range 58 West, 6th P.M.**  
**Section 25: E/2NW/4**

<u>Owner</u>	<u>Percent Interest</u>
Charlotte J. Norgren and Vicki Jo Schaaf, Trustees under Trust Agreement of Allen Box dated 7/3/90	56.25%
Karen Kester	18.75%

**Township 9 North, Range 57 West, 6th P.M.**  
**Section 32: S/2**

<u>Owner</u>	<u>Percent Interest</u>
Karen Kester	12.50%
Doris Vangraefschepe	12.50%
Pauline Steffen & Earl E. Steffen	12.50%

hereinafter referred to as "Parties"

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby stipulate, each among the other that the mineral interest owned by them is to be owned as follows:



**Township 9 North, Range 58 West, 6th P.M.**

**Section 24: S/2NW/4**

**Section 25: E/2**

<u>Owner</u>	<u>Percent Interest</u>
Charlotte J. Norgren and Vicki Jo Schaaf, Trustees under Trust Agreement of Allen Box dated 7/3/90	28.125%
Karen Kester	9.375%

**Township 9 North, Range 58 West, 6th P.M.**

**Section 25: E/2NW/4**

<u>Owner</u>	<u>Percent Interest</u>
Charlotte J. Norgren and Vicki Jo Schaaf, Trustees under Trust Agreement of Allen Box dated 7/3/90	56.25%
Karen Kester	18.75%

**Township 9 North, Range 57 West, 6th P.M.**

**Section 32: S/2**

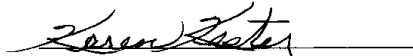
<u>Owner</u>	<u>Percent Interest</u>
Karen Kester	12.50%
Doris Vangraefschepe	12.50%
Pauline Steffen & Earl E. Steffen	12.50%

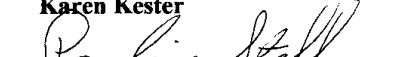
The Parties hereby quitclaim and cross-convey, each unto the other, their heirs and assigns, such interests, stated above, as are necessary to effect the stipulated distribution of interest of each Subject Party so named above to have and to hold forever.


This Stipulation and Cross-Conveyance of Mineral Interests may be executed in any number of counterparts and multiple originals with the same effect as if all parties had executed the same copy, and it shall be binding upon those who execute the same regardless of whether it is executed by others.

This Stipulation and Cross-Conveyance of Mineral Interest shall be binding upon the Subject Parties, their heirs, devisees, legally appointed personal representatives, successors, and assigns.

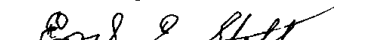
<sup>8<sup>th</sup></sup> This Stipulation and Cross-Conveyance of Mineral Interest is executed this day of January, 1997.

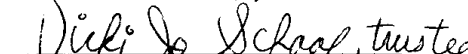
  
\_\_\_\_\_  
Karen Kester

  
\_\_\_\_\_  
Pauline Steffen

  
\_\_\_\_\_  
Charlotte J. Norgren, Trustee  
under Trust Agreement of Allen Box  
dated 7/3/90

  
\_\_\_\_\_  
Doris Vangraefschepe

  
\_\_\_\_\_  
Earl E. Steffen

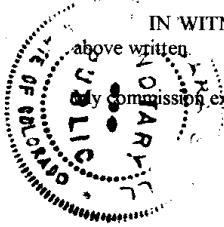
  
\_\_\_\_\_  
Vicki Jo Schaaf, Trustee  
under Trust Agreement of Allen Box  
dated 7/3/90.

ACKNOWLEDGMENT

STATE OF COLORADO )  
 )  
 ) ss.  
COUNTY OF WELD )

Before me, the undersigned, a Notary Public, within and for said County and State on this \_\_\_\_\_ day of January, 1997, personally appeared Karen Kester, a married woman dealing in her sole and separate property, Doris Vangraefschep, a married woman dealing in her sole and separate property and Pauline Steffen and Earl E. Steffen, wife and husband to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit of Possession.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last



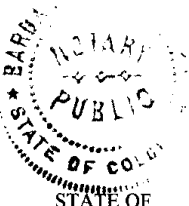
Barbara S. Hill  
Barbara S. Hill Notary Public  
Address: P.O. Box 298, Windsor, CO 80550

ACKNOWLEDGMENT

STATE OF COLORADO )  
 )  
 ) ss.  
COUNTY OF Sedgwick )

Before me, the undersigned, a Notary Public, within and for said County and State on this 3rd day of February, 1997, personally appeared Charlotte J. Norgren, Trustee under Trust Agreement of Allen Box dated 7/3/90 to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit of Possession.

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



My commission expires 6-3-97

Barbara Jean Reister  
Notary Public  
Address: 211 Main Ovid, Co

ACKNOWLEDGMENT

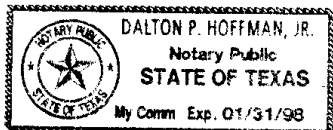
STATE OF TEXAS )  
 )  
 ) ss.  
COUNTY OF TARRANT )

Before me, the undersigned, a Notary Public, within and for said County and State on this 30th day of January, 1997, personally appeared Vicki Jo Schaaf, Trustee under Trust Agreement of Allen Box dated 7/3/90 to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit of Possession.

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

My commission expires 01-31-98

Dalton P. Hoffman, Jr.  
Notary Public



Address:  
1301 WEST SEVENTH ST.  
FORT WORTH, TEXAS 76102-2665

# OIL AND GAS LEASE

AR2444702

AGREEMENT, Made and entered into the 12th day of June, 1995, by and between

JOANNE P. MACKAY, a married woman dealing in her sole and seperate property

whose post office address is 150 Jersey, Denver, CO 80220, hereinafter called Lessor (whether one or more) and  
Walsh Production, Inc. (70%) and  
Frank H. Walsh (30%) whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee:  
WITNESSETH, That the Lessor, for and in consideration of \*\*ten and more\*\* DOLLARS

cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 14: E/2NW/4

Notwithstanding anything contained herein to the contrary, the royalty as stipulated in paragraph 3 below is to be three sixteenths (3/16ths) instead of the stated 1/8th.

and containing 80 acres, more or less. TWO (2) 70m

- It is agreed that this lease shall remain in force for a term of 100 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.
- This is a PAID-UP LEASE. In consideration of the down cash payment, 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 said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
- In consideration of the premises the said Lessee covenants and agrees:
  - To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
  - To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
  - Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
  - If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
  - Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
  - When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
  - No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
  - Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
  - Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
  - The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations need not be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
  - Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or re-working operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
  - All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
  - Lessor hereby ~~agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
  - Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Joanne P. Mackay  
JOANNE P. MACKAY

Soc. Sec. No.

STATE OF COLORADO }  
City and }  
COUNTY OF Denver } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

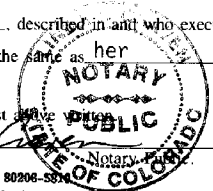
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21<sup>st</sup>  
day of June, 19 95, personally appeared JOANNE P. MACKAY

\*\*\*

\_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 3/22/99

Address: 6300 East 1st Ave., Denver, CO 80206-3306



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_

\_\_\_\_\_, to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public.

Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_.

Notary Public.

Address: \_\_\_\_\_

(SEAL)

My Commission expires

2444702 B-1499 P-188 06/29/95 03:28P PG 2 OF 2

No.	_____
FROM	_____
TO	_____
Dated	_____, 19 _____
No. Acres	_____
County	_____
Term	_____
This instrument was filed for record on the	_____
day of _____, 19 _____, at	_____
_____ o'clock _____ M., and duly recorded in	_____
Volume _____ Page _____	_____
_____ of the records of this office.	_____
By _____	County Clerk.
Deputy _____	_____
When recorded return to	_____
WALSH PRODUCTION INC.	_____
P.O. Box 30	_____
Sterling CO 80751	_____

2

# OIL AND GAS LEASE

AR2449747

AGREEMENT Made and entered into the 12th day of June, 19 95, by and between  
CAROLYN B. V. BRUENN, a married woman dealing in her sole and separate property

whose post office address is 26 Rock Ridge Drive, Rye Brook, NY 10573, hereinafter called Lessor (whether one or more) and  
Walsh Production, Inc. (70%) and Frank H. Walsh (30%) whose post office address is Box 30, Sterling, CO 80751, hereinafter called Lessee:  
WITNESSETH, That the Lessor, for and in consideration of \*\*ten and more\*\* DOLLARS

cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado, described as follows, to-wit:

Township 8 North, Range 58 West  
Section 14: E/2NW/4

Notwithstanding anything contained herein to the contrary, the royalty as stipulated in paragraph 3 below is to be three sixteenths (3/16ths) instead of the stated 1/8th.

and containing 80 acres, more or less. TWO (2) CBKB  
1. It is agreed that this lease shall remain in force for a term of XX years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of 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 on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:  
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parts of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has therefore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations on a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or re-working operations on a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby ~~expressly covenants and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment of the taxes, or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessor, for themselves and their heirs, successors and assigns, hereby surrenders and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment of the taxes, or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessor, for themselves and their heirs, successors and assigns, hereby surrenders and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Carolyn B. Bruenn  
CAROLYN B. BRUENN  
\_\_\_\_\_  
Soc. Sec. No.: ✓

STATE OF NEW YORK  
COUNTY OF Westchester } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26<sup>th</sup>  
day of June, 19 95, personally appeared CAROLYN B. BRUENN

~~X~~ to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_  
**FRANK C. WALESKI, JR.**  
**NOTARY PUBLIC, State of New York**  
**No. 8428880**  
**Qualified in Westchester County**  
**Commission Expires April 30, 1996**

*Frank C. Waleski, Jr.*  
Notary Public  
Address: 271 N. AVE, NEW ROCHELLE  
N.Y. 10801

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_duly executed the same as \_\_\_\_\_free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.  
Notary Public.

(SEAL) Address: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

No. _____
FROM _____
TO _____
Dated _____, 19____
No. Acres _____
County _____
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.
By _____ County Clerk.
Deputy _____
When recorded, return to: WALSH PROCESSING CORPORATION P.O. Box 30 Saratoga, NY 12158-0030

2



PAID-UP  
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of November, 20 08, by and between

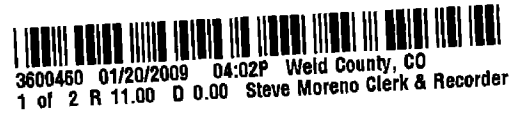
NICOLA PROPERTIES, a General Partnership

of 621 17<sup>th</sup> Street, Suite 1100, Denver, CO 80293, hereinafter called lessor (whether one or more), and

Exterra Resources, LLC, whose address is 256 Seaboard Lane, Suite H-101, Franklin, TN 37067, 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, mining, 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:

Township 9 North, Range 58 West, of the 6<sup>th</sup> P.M.  
Section 5: Lot 3 (39.50), Lot 4 (39.78), S2NW, SW  
Section 12: E2  
Section 25: SW  
Section 26: S2NE, N2SE



and containing 959.28 acres, more or less. In addition to the land described above, 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 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 noncombustible, 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 Five (5) years from 11/04/08 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. 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. For purposes of this lease, "drilling operations" shall include operations for the drilling of oil and gas, drilling, reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas, drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipe line on the leased premises to which lessee may connect its wells the equal one-eighth (1/8) 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 one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) 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 deduct from such price a reasonable charge for each of such functions performed, including associated fuel.

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 in the Bank, at (or it successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the lease premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment, exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or utilize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling or reworking operations have been commenced. Production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease, such allocation elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease, such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telex, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action 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 to meet all or any part of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee hold liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

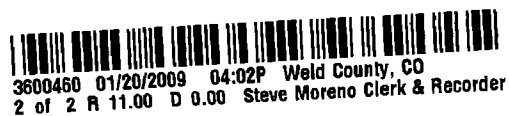
17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of 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.

18. 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.

19. 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.

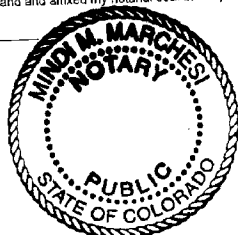
WHEREOF witness our hands as of the day and year first above written.

NICOLA PROPERTI'S By: Charles C. Nicola, Jr.  
Charles C. Nicola, Jr., Managing Partner



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

STATE of Colorado ACKNOWLEDGEMENT-CORPORATE - PARTNERSHIP  
COUNTY of Denver  
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 2008  
personally appeared Charles C. Nicola, Jr., to me personally known, who being by me duly sworn, did say that he is the  
Managing Partner of NICOLA PROPERTI'S, a General Partnership  
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Charles C. Nicola, Jr. acknowledged said instrument to be the free act and deed of said corporation or partnership  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires: 11/27/2011



Mindi M. Marchesi  
Notary Public:  
Address:

PAID-UP  
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of November, 20 08, by and between

Sherry N. Bailey, a married woman dealing in her sole and separate property

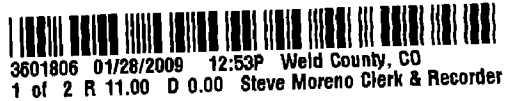
of 367 Highland Meadow Loop, Redmond, OR 97756, hereinafter called lessor (whether one or more), and

Exterra Resources, LLC, whose address is 256 Seaboard Lane, Suite H-101, Franklin, TN 37067, 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, mining, 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:

Township 9 North, Range 58 West, of the 6<sup>th</sup> P.M.  
Section 5: Lot 3 (39.50), Lot 4 (39.78), S2NW, SW  
Section 12: E2  
Section 25: SW  
Section 26: S2NE, N2SE



and containing 959.28 acres, more or less.

In addition to the land described above, 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 noncombustible, 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 Five (5) years from 11/04/08 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. 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. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipe line on the leased premises to which lessee may connect its wells the equal one-eighth (1/8) 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 one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) 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 deduct from such price a reasonable charge for each of such functions performed, including associated fuel.

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 in the Bank, at (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action 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. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the 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 above described lands 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.

18. 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.  
19. 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.

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

*Sherry N. Bailey*  
Sherry N. Bailey

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

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF Oregon  
COUNTY OF Deschutes ss.



BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17 day of Nov, 2008, personally appeared Sherry N. Bailey to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her, free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 3-28-10

*Mary Lou Standley*  
Notary Public

Address: 61756th St Redmond, OR 97756



PAID-UP  
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of September, 20 08, by and between

Charles J. Tighe and Phyllis L. Tighe, Trustees of the Tighe Family Trust, dated 11/22/83

of 7814 California ave, Whittier CA 90602, hereinafter called lessor (whether one or more), and

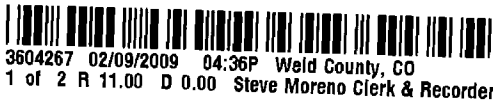
Exterra Resources, LLC. whose address is 266 Seaboard Lane, Suite H-101, Franklin, TN 37067, hereinafter called lessee:

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, ~~mining~~, 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:

Township 9 North, Range 58 West, 6th P.M

Sec 24: W/2 SW/4 Sec 25: W/2 NW/4



and containing 160.00 acres, more or less.

In addition to the land described above, 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 noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or raffied 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 Five (5) years from 9/10/08 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. 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. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipe line on the leased premises to which lessee may connect its wells the equal one-eighth (1/8) 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 one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) 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 deduct from such price a reasonable charge for each of such functions performed, including associated fuel.

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 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 in the Friendly Hills Bank Bank, at Whittier, CA (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or property pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's eight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action 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. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the 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 above described lands 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.

18. 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.

19. 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.

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

*Charles J. Tighe, Trustee*  
Charles J. Tighe, Trustee

*Phyllis L. Tighe, Trustee*  
Phyllis L. Tighe, Trustee

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

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF California  
COUNTY OF Los Angeles ss.

Oklahoma, Kansas, New Mexico, Wyoming,  
Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of September, 2008, personally appeared Charles J. Tighe, Trustee and Phyllis L. Tighe, Trustee to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: April 16, 2019  
*Veronica Miranda*  
Notary Public

Address: 9209 S. Colima Rd #340 Whittier Ca. 90605

3604267 02/09/2009 04:36P Weld County, CO  
2 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

