

**DETAIL BROCHURE
RITCHEY LAND & CATTLE
ESTATE LAND AUCTION
NOVEMBER 10, 2022
PRINTED: November 2, 2022**

RITCHEY LAND & CATTLE ESTATE LAND AUCTION

Arapahoe County, Colorado

TO BE SOLD AT

MULTI PARCEL AUCTION with RESERVE

ON

Thursday, November 10, 2022
10:30 am, MT
Morgan County Block
19592 E 8th Ave
Fort Morgan, Colorado

In the event of inclement weather, check reckagri.com or our Facebook page.

FOR FURTHER INFORMATION OR FOR SHOWING BY APPOINTMENT CONTACT . . .
Marc Reck, Broker or Ben Gardiner, Broker Associate



535 E Chestnut, P.O. Box 407, Sterling, CO 80751
(970) 522-7770 or 1-800-748-2589
marcreck@reckagri.com
www.reckagri.com

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Terms & Conditions

Announcements made by Reck Agri Realty & Auction at the time of sale will take precedence over any previously printed material or other oral statements.

OVERVIEW: The heirs of Ritchey Land & Cattle Co, Inc. are selling their 3,671± acres of pasture and dryland at auction. Rare opportunity as this is the first time in over 45 years this property has been offered for sale. Easily accessible via paved and gravel roads. The pasture was not grazed in 2022. Majority of the fence alternates between one cedar post - 4 steel post with 5 wires (Red Brand). Well watered.

In the event of inclement weather, check reckagri.com or our Facebook page.

SALE TERMS/PROCEDURE: The "RITCHEY LAND & CATTLE ESTATE LAND AUCTION" is a land auction with RESERVE. The Ritchey Land & Cattle property to be offered as a "MULTI PARCEL" Auction in 6 Parcels, 2 Combos, Grass Unit, and as a Single Unit. The Parcels, Combos, Grass Unit, and Single Unit will be offered in the sale order as stated herein. The Parcels, Combos, Grass Unit, and Single Unit will compete to determine the highest aggregate bid(s). Seller reserves the right to accept or reject any and all bids. Seller agrees not to accept and negotiate any contracts to purchase prior to auction date. Bids will be taken for total purchase price not price per acre.

SIGNING OF PURCHASE CONTRACT: Immediately following the conclusion of the auction, the highest bidder(s) will sign Brokerage Disclosure and will enter into and sign a Contract to Buy and Sell Real Estate (Land) for the amount of the bid. Required earnest money deposit to be in the form of a personal, business, or corporate check for 15% of the purchase price which is due upon the signing of the contract and to be deposited with Reck Agri Realty & Auction. Purchase contract will not be contingent upon financing. Terms and conditions stated herein and oral announcements shall be incorporated and made a part of the contract. Sample contract is available within the detail brochure.

CLOSING: Buyer(s) shall pay in good funds, the balance of purchase price plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before December 20, 2022. Closing to be conducted by Heritage Title Company and the closing service fee to be split 50-50 between Seller and Buyer(s).

TITLE: Seller to pass title by Warranty Deed free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions or covenants now of record. Title commitments are available for review herein and title commitment and exceptions will be incorporated and made a part of the Contract to Buy & Sell Real Estate (Land). Title Insurance to be used as evidence of marketable title and cost of the premium to be split 50-50 between Seller and Buyer(s), except Buyer(s) to pay for cost of loan title insurance policy, if applicable. The Buyer(s) to receive a TBD title commitment within Detail Brochure, updated title commitment with Buyer(s) name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing.

Property to be sold subject to existing roads and highways; established easements and rights-of-way; prior mineral reservations, and other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

POSSESSION: Possession of pasture and farmland upon closing.

LEASE: No lease on property.

PROPERTY CONDITION: Prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions and the property is being sold AS IS-WHERE IS, without warranty, representation or recourse to Seller.

WATER RIGHTS & EQUIPMENT: Buyer(s) shall receive whatever interest, if any, Seller has in any water rights appurtenant to the property.

GROWING CROPS: Seller to convey to Buyer(s) growing crops on the property as of closing. Buyer(s) to accept transfer of indemnity of crop insurance and pay premium at closing.

FSA DETERMINATION: FSA base acres and yields to pass with the Parcels, Combos, Grass Unit, or Single Unit as designated herein. Buyer(s) and Seller, at closing, to sign a memorandum of understanding stating the base acres and yields as designated within the detail brochure.

REAL ESTATE TAXES: 2022 real estate taxes due in 2023, to be prorated to day of closing.

LEGAL DESCRIPTION: Legal descriptions are subject to existing fence/field boundaries or land use trades, if any. Fences do not necessarily follow exact property lines. If the property sells in Parcels and/or Combo's and a survey is necessary to describe a portion of the property, Seller to provide and pay for said survey on the applicable sections only. Seller & Buyer(s) agree that closing may be extended up to 30 days if necessary to complete said survey.

MINERALS: Seller to reserve unto themselves, their heirs and assigns, all OWNED mineral rights.

NOXIOUS WEEDS & CHEMICALS: There may be areas infested by noxious weeds, (i.e. rye, bind-weed, canadian thistle, etc). The location of and the density of noxious weeds is unknown at this time.

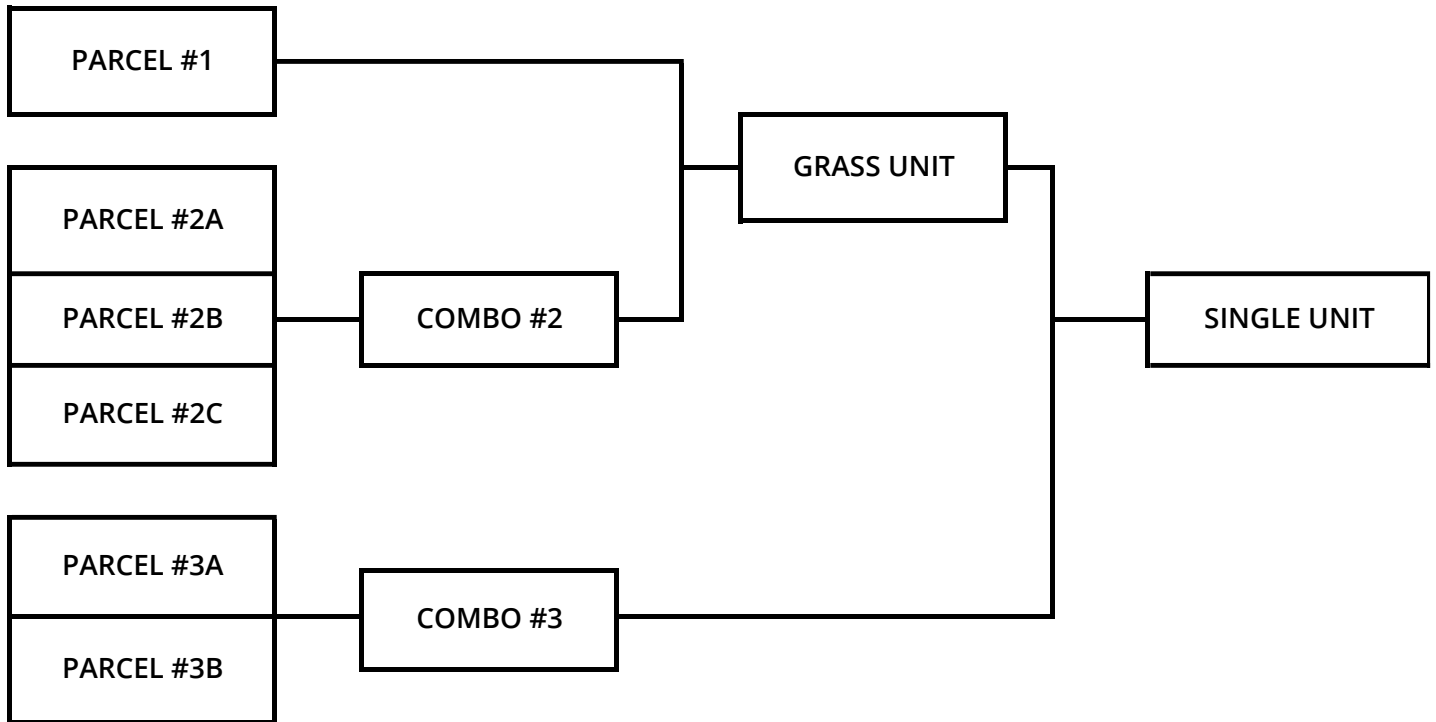
ACREAGES: All stated acreages in the Color Brochure, Detail Brochure, and visual presentation at the auction are approximate and are obtained from the FSA office and/or county tax assessor records. Both records may indicate different acreages and no warranty is expressed or implied as to exact acreages of property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in purchase price if acreage is different than what is stated in this brochure and/or stated at the auction.

BIDDER REQUIREMENTS: Prior to auction, Buyer(s) to review the terms and conditions as set forth herein. This "Detail Brochure" may be obtained by visiting auction property page at www.reckagri.com, or by calling Reck Agri Realty & Auction. Bidding via cell phone, internet, and/or bidding on someone's behalf, must be approved by Reck Agri Realty & Auction 24 hours prior to auction.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owner of the property or obtained from sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Reck Agri Realty & Auction and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The location maps are not intended as a survey and are for general location purposes only. The prospective Buyer(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. All equipment and improvements are to be sold AS IS-WHERE IS, without warranty, representation or recourse to Seller. Reck Agri Realty & Auction and all other agents of Broker are or will be acting as a Transaction Broker. Announcements made by Reck Agri Realty & Auction, at the time of sale will take precedence over any previously printed material or other oral statements. Reck Agri Realty & Auction does not offer broker participation for this auction. Reck Agri Realty & Auction reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments are at the discretion of the Broker and/or auctioneer.

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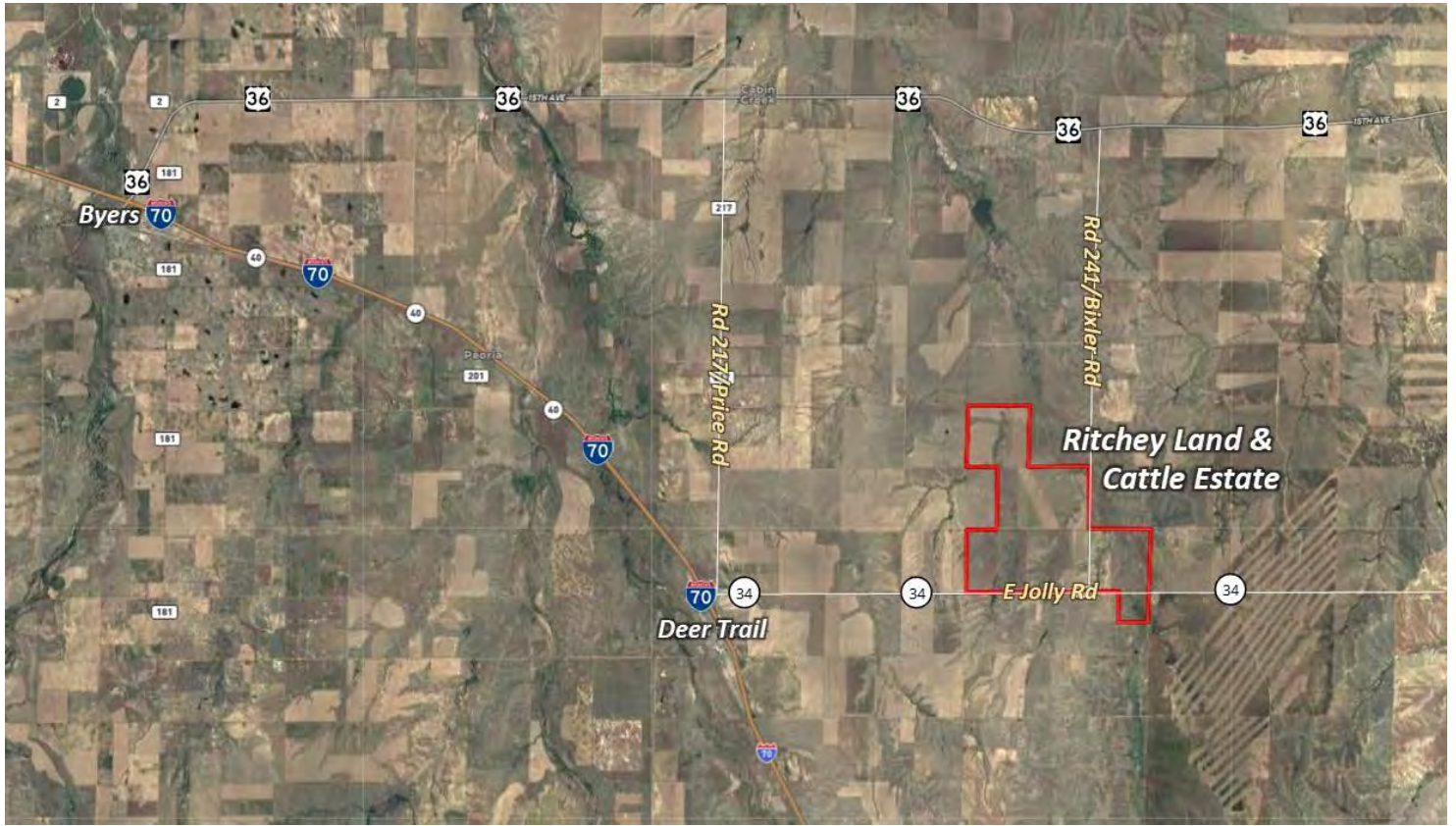
Auction Bracket & Sale Order



PARCEL #1
PARCEL #2A
PARCEL #2B
PARCEL #2C
COMBO #2
GRASS UNIT
PARCEL #3A
PARCEL #3B
COMBO #3
SINGLE UNIT

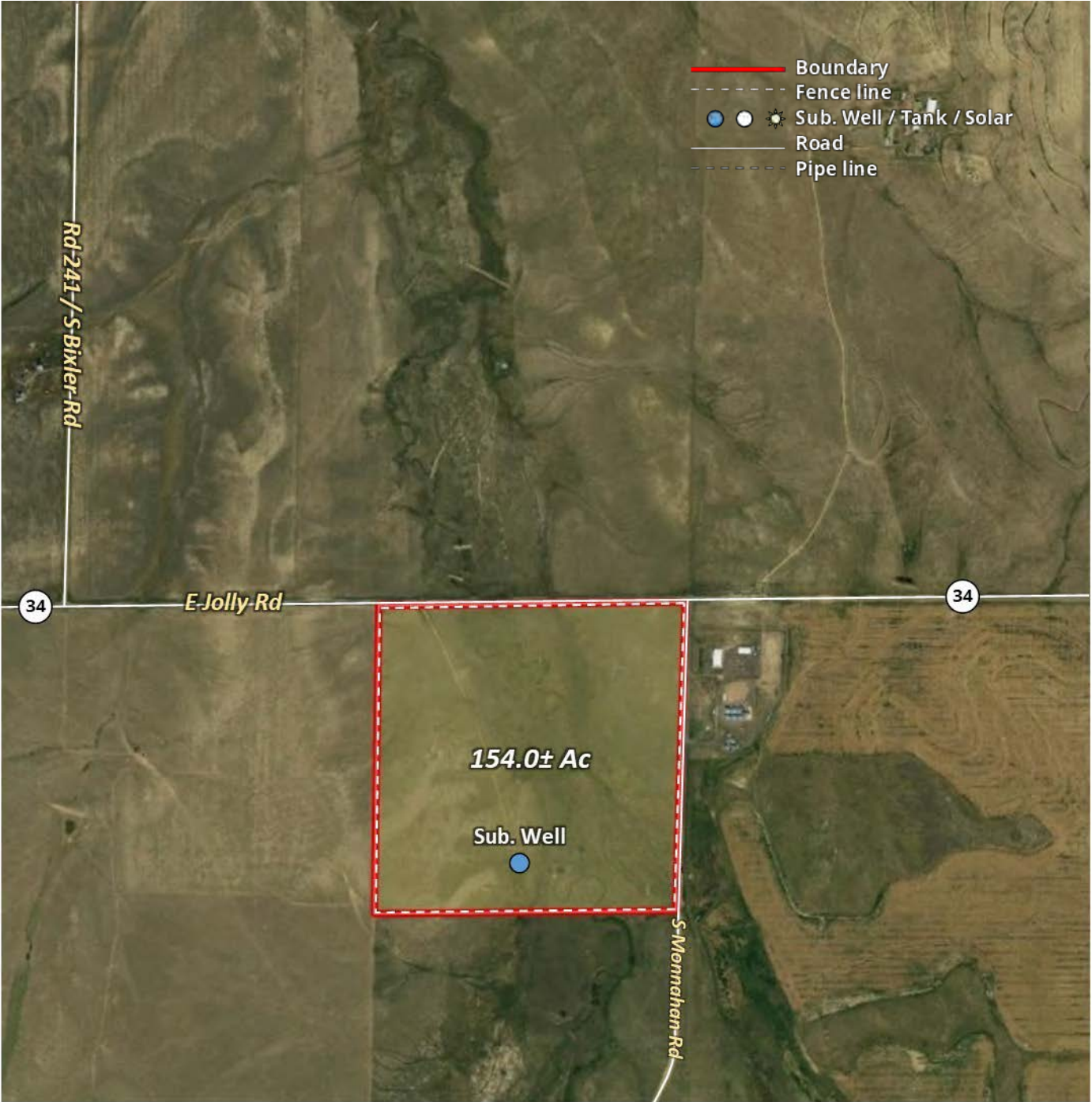
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Location Map



**Parcel
#1**

Parcel Map



Parcel Information



**Parcel
#1**

Legal Description:

NE1/4 Section 18, Township 5 South, Range 58 West of the 6th PM, Arapahoe County, CO
See Pages 60-75 for legal description, title commitment, and title exceptions.

Acreage:

154.0± TOTAL AC PASTURE

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$206.

Livestock Water & Equipment:

One stock well with electric submersible pump. Well Permit #2578. See Page 28-29 for copy of well permit.

Bids:



**Parcel
#2A**

Parcel Map



Parcel Information

A circular orange logo with a white border containing the text "Parcel #2A" in bold black font.

Legal Description:

The east 408.1± acres of Section 7, Township 5 South, Range 58 West of the 6th PM, Arapahoe County, CO as shown on the aerial map on Page 8.

See Pages 76-103 for legal description, title commitment, and title exceptions.

**If Parcel #2A sells separately from Parcel #2B, a survey of the portion of #2B in Section 7 will be provided by Seller. The final legal description for #2A will exclude the surveyed portion of Parcel #2B. Final legal description to be approved by title company.*

Acreage:

408.1± TOTAL AC PASTURE

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$594.

FSA Information:

FSA bases: 91.5 ac wheat w/ 29 bu PLC yield, 12.9 ac corn w/ 31 bu PLC yield, 5.7 ac barley w/ 30 bu yield.

Livestock Water & Equipment:

One stock well with solar pump. Well Permit #7449. See Pages 30-31 for copy of well permit.

Bids:



**Parcel
#2B**

Parcel Map



Parcel Information

A circular orange logo with a white border containing the text "Parcel #2B" in bold black font.

Legal Description:

All of Section 12, Township 5 south, Range 59 West and the west 235.1± acres of Section 7, Township 5 South, Range 58 West of the 6th PM, Arapahoe County, CO as shown on the aerial map on Page 10.

See Pages 76-103 for legal description, title commitment, and title exceptions.

**If Parcel #2B sells separately from Parcel #2A, a survey of the portion of #2B in Section 7 will be provided by Seller. The final legal description for #2B will include the surveyed portion of Parcel #2B in Section 7. Final legal description to be approved by title company.*

Acreage:

879.2± TOTAL AC PASTURE

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$2,184.

FSA Information:

FSA bases: 379.7 ac wheat w/ 29 bu PLC yield, 46.9 ac corn w/ 31 bu PLC yield, 11.3 ac barley w/ 30 bu yield.

Livestock Water & Equipment:

One stock well with electric submersible pump piped to 2 tanks.

Comments:

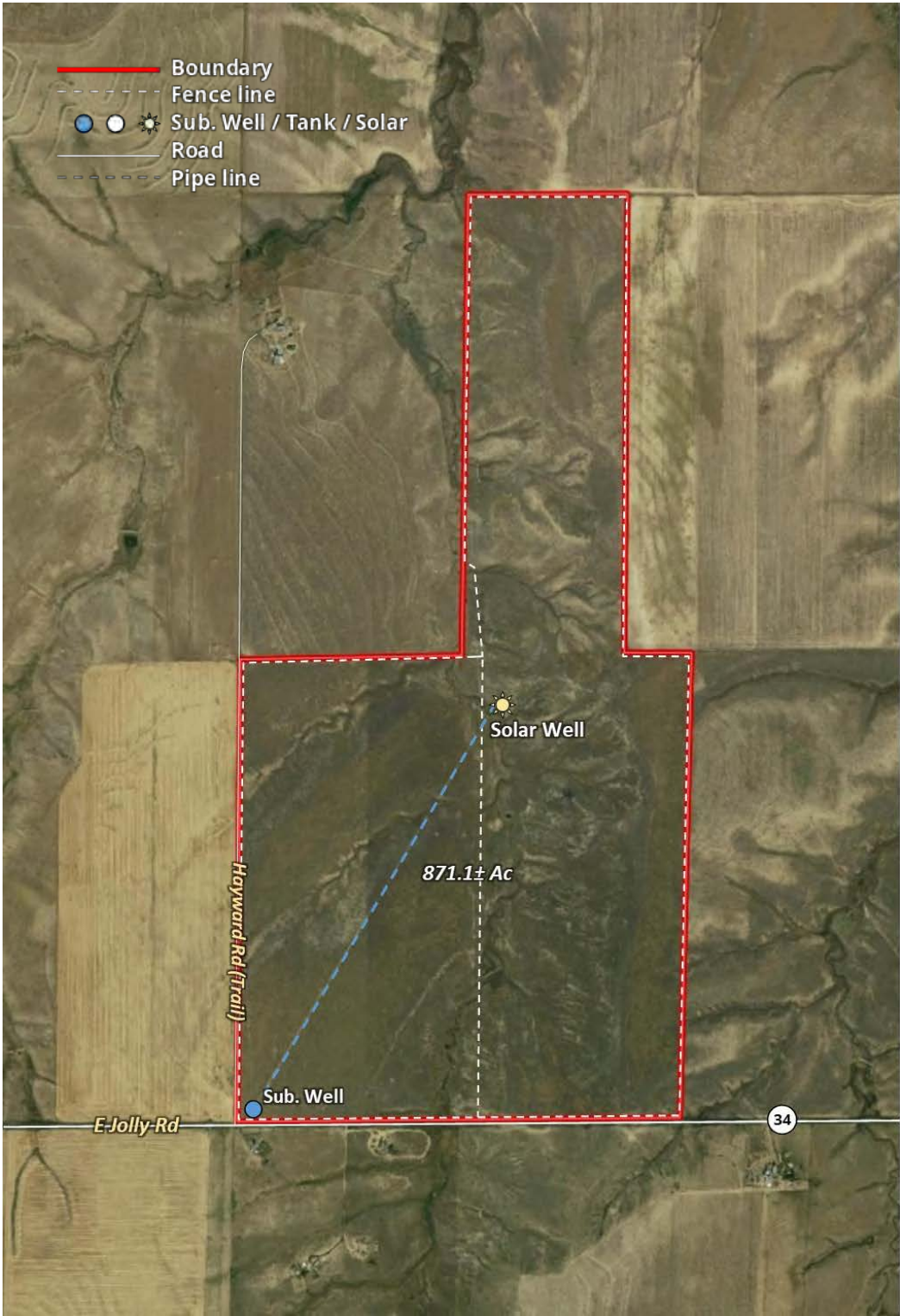
Fenced into 3 pastures.

Bids:



**Parcel
#2C**

Parcel Map



Parcel Information

A circular orange logo with a white border containing the text "Parcel #2C" in bold black font.

Legal Description:

All of Section 11 and the west 228.7± acres of the E1/2 of 2, Township 5 South, Range 59 West of the 6th PM, Arapahoe County, CO as shown on the aerial map on Page 12.

See Pages 76-154 for legal description, title commitment, and title exceptions.

**If Parcel #2C sells separately from Parcel #3A, a survey of the portion of #2C in Section 2 will be provided by Seller. The final legal description for #2C will include the surveyed portion of Parcel #2C in Section 2. Final legal description to be approved by title company.*

Acreage:

871.1± AC TOTAL PASTURE

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$529.

FSA Information:

FSA bases: 338.4 ac wheat w/ 29 bu PLC yield, 73.3 ac corn w/ 31 bu PLC yield, 21.1 ac barley w/ 30 bu yield.

Livestock Water & Equipment:

Two stock wells with one electric submersible pump with tank at well and tank via pipeline and one solar pump and tank. Also has a few dams along drainage that catch excess runoff. Well Permit #288279. See Page 32 for copy of well permit.

Comments:

Fenced into 2 pastures.

Bids:



**Combo
#2**

Combo Map



Combo Information



Legal Description:

See Parcels #2A, #2B & #2C.

Acreage:

2,158.4± TOTAL AC PASTURE

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$3,307.

FSA Information:

FSA bases: 809.6 ac wheat, 133.1 ac corn, 38.1 ac barley.

Livestock Water & Equipment:

See Parcels #2A, #2B & #2C.

Comments:

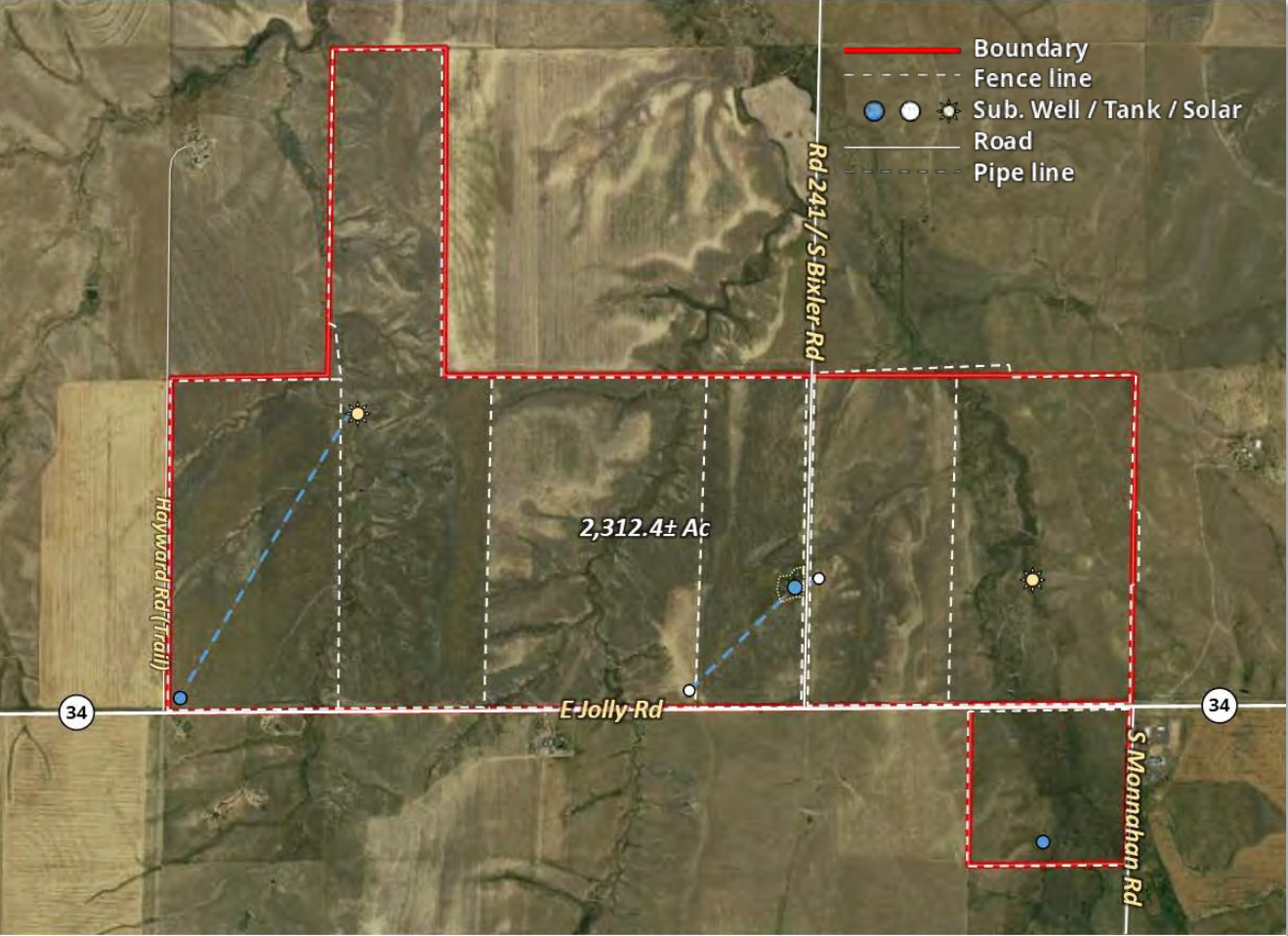
See Parcels #2A, #2B & #2C.

Bids:



Grass Unit

Grass Unit Map



Grass Unit Information



Legal Description:

See Parcels #1, #2A, #2B & #2C.

Acreage:

2,312.4± TOTAL AC PASTURE

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$3,513.

FSA Information:

FSA bases: 809.6 ac wheat, 133.1 ac corn, 38.1 ac barley.

Livestock Water & Equipment:

See Parcels #1, #2A, #2B & #2C.

Comments:

See Parcels #1, #2A, #2B & #2C.

Bids:



**Parcel
#3A**

Parcel Map



Parcel Information



Legal Description:

All of Section 1 and the east 93.7± acres of the E1/2 of 2, Township 5 South, Range 59 West of the 6th PM, Arapahoe County, CO subject to a 40 ft access easement across Parcel #3A to provide access to Parcel #3B as shown on the aerial map on Page 18.

See Pages 104-220 for legal description, title commitment, and title exceptions.

**If Parcel #3A sells separately from Parcel #2C, a survey of the portion of #2C in Section 2 will be provided by Seller. The final legal description for #3A will exclude the surveyed portion of Parcel #2C. Final legal description to be approved by title company.*

Acreage:

683.8± Ac Dryland
42.6± Ac Grass along drainage
<hr/>
726.4± AC TOTAL

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$1,579.

Land Tenure:

See Soils Map on Page 26.

FSA Information:

FSA bases: 307.9 ac wheat w/ 29 bu PLC yield, 72.6 ac corn w/ 51 bu PLC yield.

Comments:

Dryland currently planted to wheat. See Pages 33-34 for Crop Insurance Summary.

Bids:



**Parcel
#3B**

Parcel Map



Parcel Information



Legal Description:

All of Section 35, Township 4 South, Range 59 West of the 6th PM, Arapahoe County, CO together with a 40 ft access easement across Parcel #3A as shown on the aerial map on Page 20.

See Pages 221-262 for legal description, title commitment, and title exceptions.

Acreage:

553.5± Ac Dryland
79.0± Ac Grass along drainage
632.5± AC TOTAL

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$1,339.

Land Tenure:

See Soils Map on Page 27.

FSA Information:

FSA bases: 249.2 ac wheat w/ 29 bu PLC yield, 58.8 ac corn w/ 51 bu PLC yield.

Comments:

Dryland currently planted to sudex. See Pages 33-34 for Crop Insurance Summary.

Bids:



**Combo
#3**

Combo Map



Combo Information



Legal Description:

See Parcels #3A & #3B.

Acreage:

1,237.3± Ac Dryland
121.6± Ac Grass along drainage

1,358.9± AC TOTAL

Land Tenure:

See Parcels #3A & #3B.

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$2,918.

FSA Information:

FSA bases: 557.1 ac wheat, 131.4 ac corn.

Comments:

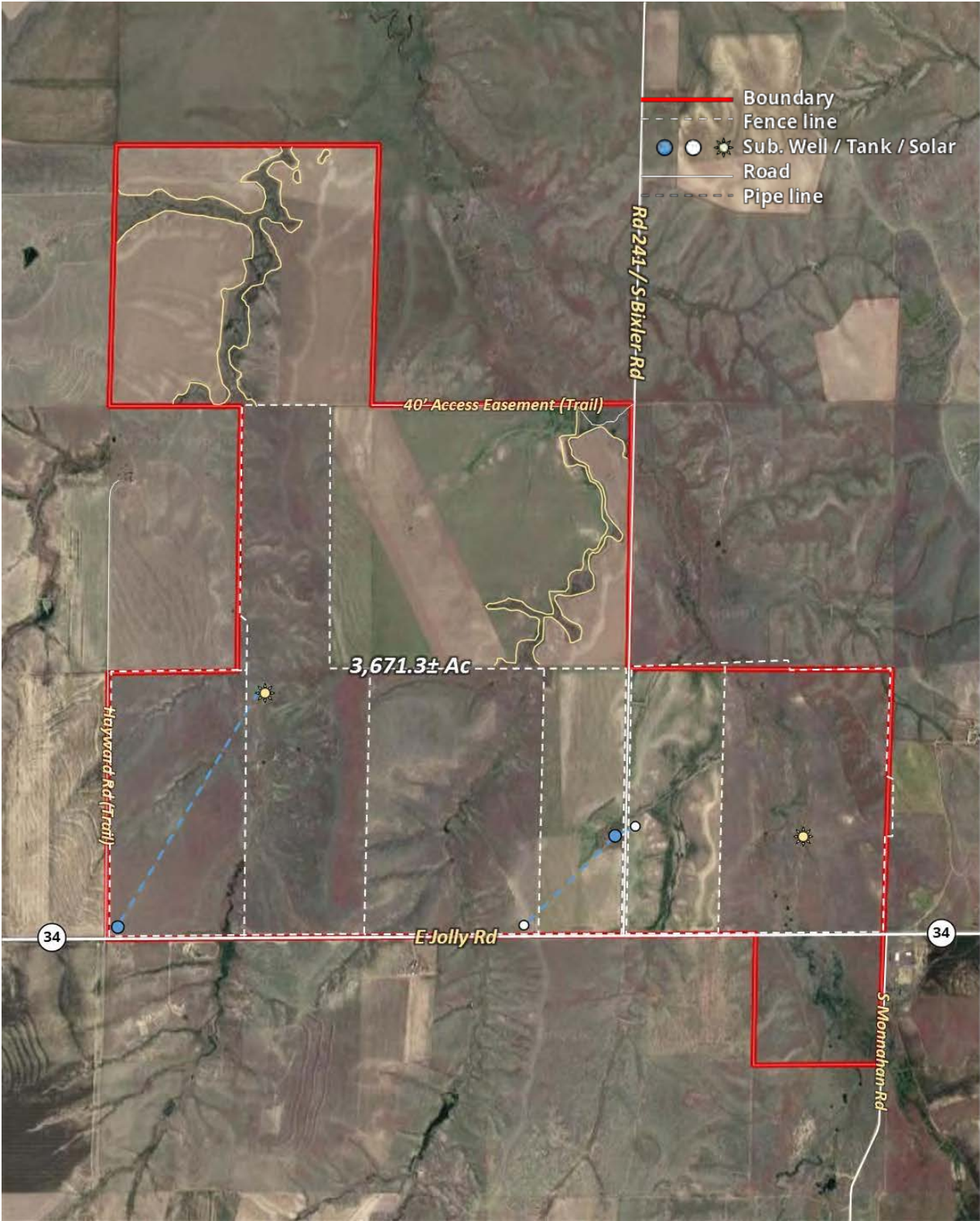
See Parcels #3A & #3B.

Bids:

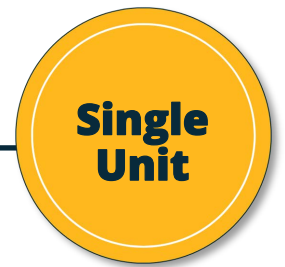


Single Unit

Single Unit Map



Single Unit Information



Legal Description:

See Parcels #1, #2A, #2B, #2C, #3A & #3B.

Acreage:

2,312.4± Ac Pasture
1,237.3± Ac Dryland
121.6± Ac Grass along drainages
<hr/>
3,671.3± TOTAL

Taxes:

2022 due in 2023 to be prorated to day of closing. Estimated taxes \$6,431.

Land Tenure:

See Parcels #1, #2A, #2B, #2C, #3A & #3B.

FSA Information:

FSA bases: 1,366.7 ac wheat; 264.5 ac corn; 38.1 ac barley.

Livestock Water & Equipment:

See Parcels #1, #2A, #2B & #2C.

Comments:

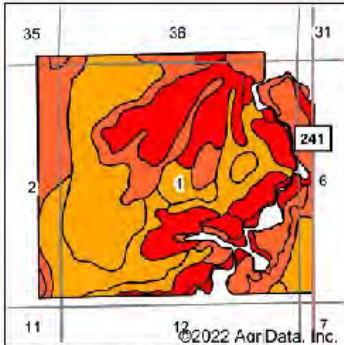
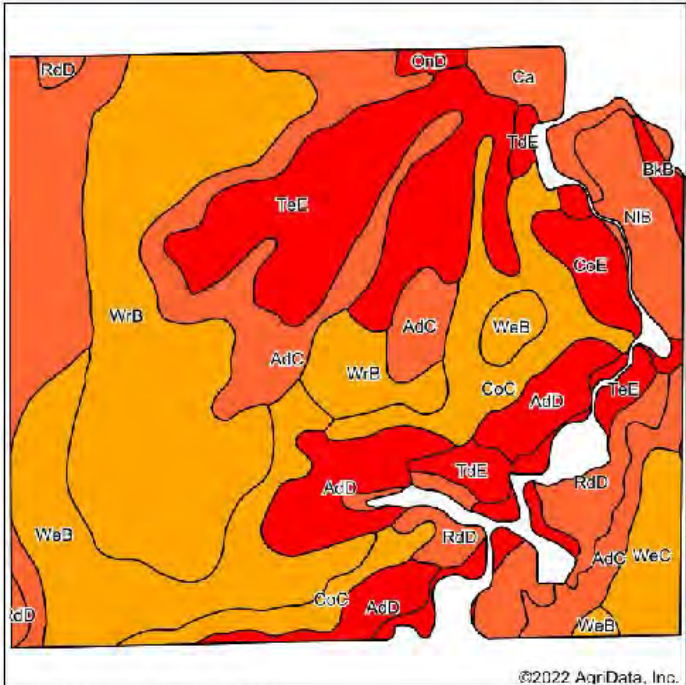
See Parcels #1, #2A, #2B, #2C, #3A & #3B.

Bids:



Parcel #3A

Soils Map



State: **Colorado**
 County: **Arapahoe**
 Location: **1-5S-69W**
 Township: **East Arapahoe**
 Acres: **683.78**
 Date: **10/12/2022**



Soils data provided by USDA and NRCS.

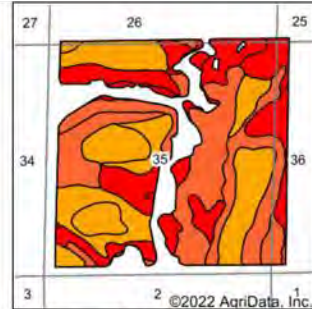
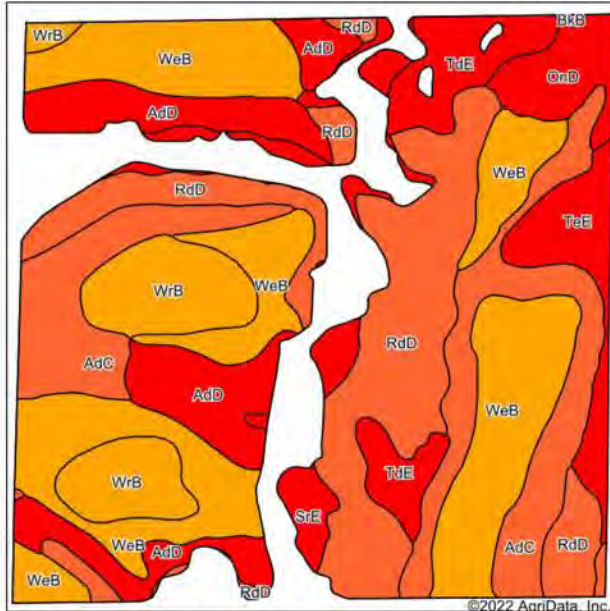
©2022 AgriData, Inc.

Area Symbol: CO005, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu	*n NCCPI Corn	*n NCCPI Small Grains
Wrb	Weld-Deertrail silt loams, 0 to 3 percent slopes	148.69	21.7%		IIIc	18	10	18
AdC	Adena-Colby silt loams, 1 to 5 percent slopes	131.65	19.3%		IVe		9	20
TeE	Terry-Olney-Thedaland sandy loams, 5 to 20 percent slopes	102.11	14.9%		VIe		6	12
WeB	Weld silt loam, 0 to 3 percent slopes	75.24	11.0%		IIIc		18	23
CoC	Colby silt loam, 1 to 5 percent slopes	54.18	7.9%		IIIc	15	10	21
AdD	Adena-Colby silt loams, 5 to 9 percent slopes	49.00	7.2%		VIe		9	19
RdD	Reno Hill loam, 3 to 9 percent slopes	35.25	5.2%		IVe		5	15
NIB	Nunn loam, 1 to 3 percent slopes	21.91	3.2%		IVe		12	20
WeC	Weld silt loam, 3 to 5 percent slopes	18.47	2.7%		IIIc	18	11	19
Ca	Clayey alluvial land	15.62	2.3%		IVw			
CoE	Colby silt loam, 6 to 15 percent slopes	14.04	2.1%		VIe		21	27
TdE	Terry fine sandy loam, 5 to 20 percent slopes	10.97	1.6%		VIe		8	13
BkE	Beckton loam, 0 to 3 percent slopes	3.75	0.5%		VIs		4	12
OnD	Olney fine sandy loam, 5 to 9 percent slopes	2.90	0.4%		VIe		4	13
Weighted Average					4.10	5.6	*n 9.8	*n 17.9

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

Soils Map



State: Colorado
 County: Arapahoe
 Location: 1-5S-59W
 Township: East Arapahoe
 Acres: 553.53
 Date: 10/12/2022



Soils data provided by USDA and NRCS.

Area Symbol: C0005, Soil Area Version: 17									
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Wheat Bu	*n NCCPI Corn	*n NCCPI Small Grains	
WeB	Weld silt loam, 0 to 3 percent slopes	150.00	27.1%		IIIc		18	23	
RdD	Reno hill loam, 3 to 9 percent slopes	109.89	19.9%		IVe		5	15	
AdC	Adena-Colby silt loams, 1 to 5 percent slopes	89.96	16.3%		IVe		9	20	
AdD	Adena-Colby silt loams, 5 to 9 percent slopes	65.73	11.9%		Vle		9	19	
WrB	Weld-Deertrail silt loams, 0 to 3 percent slopes	44.44	8.0%		IIIc	18	10	18	
TdE	Terry fine sandy loam, 5 to 20 percent slopes	29.76	5.4%		Vle		8	13	
SrE	Samsil-Reno hill clay loams, 3 to 20 percent slopes	23.17	4.2%		Vls		4	11	
TeE	Terry-Olney-Thedalund sandy loams, 5 to 20 percent slopes	23.08	4.2%		Vle		6	12	
OnD	Olney fine sandy loam, 5 to 9 percent slopes	16.97	3.1%		Vle		4	13	
BkB	Beckton loam, 0 to 3 percent slopes	0.53	0.1%		Vls		4	12	
Weighted Average						4.22	1.4	*n 10.2	*n 18.2

*n: The aggregation method is "Weighted Average using all components"



Parcel #1—Well Permit #2578

Form E (Rev.)
9-57/5M

STATE OF COLORADO
DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER
GROUND WATER SECTION

RECEIVED
JAN 14 1959
GROUND WATER SECTION
COLORADO
STATE ENGINEER

Index No. 279
IDWD 1-1
Use Domestic & Stock
Registered 11/4/59
Cards Typed 1/27/59

LOG AND HISTORY OF WELL
PERMIT NO. 2578 2578
Lic. No. 74

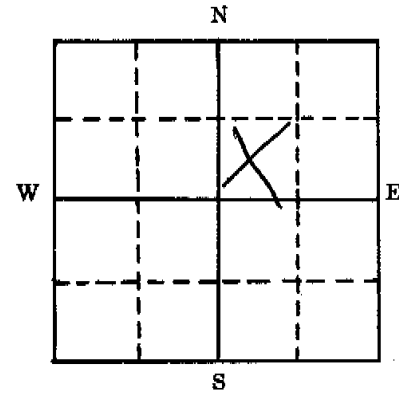
Drilled by Olin Thompson
Owner J. M. Rudolph
Address 247 Morgan Rd.
Tenant _____

WELL LOCATION
03
Apache County
SW 1/4 of NE 1/4 of Sect. 18
Twp. 5 S., Rge. 58 W. 6PM

Used for Domestic & Stock
on or by Site
(description of site or land)

LOCATE WELL ACCURATELY
IN THE SMALL SQUARES REPRESENTING 40 ACRES

Date Started Dec. 15, 1958
Date Completed Dec. 15, 1958
Date Tested " " 1958



Yield 7 gpm _____ cfs
Pump type Jet Outlet Size 3/4
Driven by 3/4 HP @ RPM _____
Depth to Water 40 Ft. Draw down 20 Ft.
Depth to Inlet 50 Ft.; Bowl _____ Ft.

If the above is not applicable
fill in:

Size and Kind of Casing:
From 6 to 56 Type galv. Wt. 20 gage
From _____ to _____ Type _____ Wt. _____
From _____ to _____ Type _____ Wt. _____

Town or Subdivision _____

Street Address or Lot & Block _____

Perforations: Size and Type
From 20 to 20 Type perfor. Size 6" 20 gage
From _____ to _____ Type _____ Size _____
From _____ to _____ Type _____ Size _____

Ground elevation _____
(if known)

How Drilled:
rotary

Well description: Total Depth _____ Ft.
(from 0 to 70, 6 3/4 in.
Hole (from _____ to _____, _____ in.
Diam. (from _____ to _____, _____ in.

REMARKS

Cementing, Packing, Type of
Shut-off, Depth to Shut-off, etc.
PUT LOG OF WELL ON REVERSE SIDE

TO BE MADE OUT IN QUADRUPPLICATE: Original Blue and Duplicate Green to State Engineer's Office, White copy to Owner, and Yellow copy to Driller

STATE OF COLORADO
APPLICATION FOR USE OF GROUND WATER
(Use Indelible Pencil or Typewriter)

RECEIVED

DEC 16 1958
GROUND WATER SECT.

Applicant J. M. Rudolph

P. O. Address Fort Morgan Colo.

Quantity applied for 70 gpm or
AF Storage

Used for Domestic & Stock purposes

on/at Site
(legal description of land site)

Total acreage irrigated and other rts.
ESTIMATED DATA OF WELL

Hole size: 7 in. to 70 ft.
in. to ft.

Casing Plain 6 in. from 0 to 48 ft.
in. from to ft.

Perf. 6 in. from 48 to 70 ft.
in. from to ft.

PUMP DATA: Type Jets, HP 3/4, Outlet 3/4, Size 4

Use initiation date Dec. 1958.
(Use Supplemental pages for additional data)

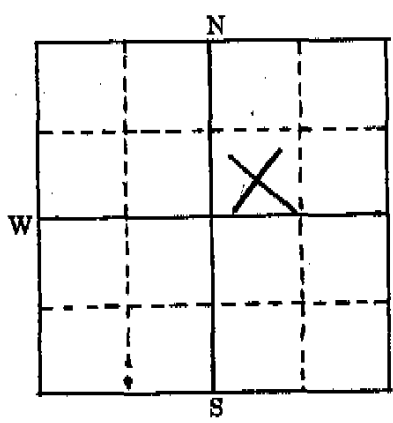
LOCATION OF WELL
County Arapahoe ENGINEER

SW 1/4 NE 1/4 Sect. 18 Twp. 5

Rge. 58S. P.M. OR

Street Address or Lot & Block No.

Town or Subdivision



Locate well in 40 acre (small) square as near as possible.

\$25.00 fee required for Industrial, Commercial or Irrigation uses.

THIS APPLICATION APPROVED
NO. 2578
DATE DEC 12 1958 19

Applicant
Agent or Driller Olin Thompson No. 74
Address Deer Trail Co.

NOTE — SATISFACTORY COMPLETION REQUIRED FOR APPROVAL OF APPLICATION

Parcel #2A—Well Permit #7449

Form E (Rev.)
9-57

Index No. 374
IDWD 1-1
Use Stock
Registered 12-2-60
Cards Typed JAN 12 1961

STATE OF COLORADO
DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER
GROUND WATER SECTION

RECEIVED
DEC 2 1960
GROUND WATER SECT.
STATE ENGINEER

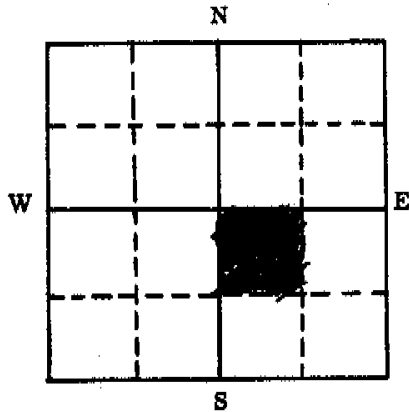
LOG AND HISTORY OF WELL
PERMIT 7449
Lic. [REDACTED]

Drilled by Olin Thompson No. 74
Owner Jim Rudolph
Address Deer Trail Colo.
Tenant Emmett Keen

WELL LOCATION
Argachee County 03
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sect. 7
Twp. 5 S Rge. 58 W 6th M

Used for Stock
on or by Site
(description of site or land)
Date Started Nov. 22 1960

LOCATE WELL ACCURATELY
IN THE SMALL SQUARES REP-
PRESENTING 40 ACRES



Date Completed " " 19" "
Date Tested " " 19" "
Yield 20 gpm cfs
Pump type windmill Outlet Size _____
Driven by _____ HP @ RPM _____
Depth to Water 16 Ft. Draw down 10 Ft.
Depth to Inlet 28 Ft.; Bowl _____ Ft.

If the above is not applicable
fill in:

Size and Kind of Casing: 6" 20 gage
From 0 to 28 Type galv Wt. 20 gage
From _____ to _____ Type _____ Wt. _____
From _____ to _____ Type _____ Wt. _____

Town or Subdivision _____

Perforations: Size and Type
From 28 to 40 Type galv Size 6"
From _____ to _____ Type _____ Size _____
From _____ to _____ Type _____ Size _____

Street Address or Lot & Block _____

Well description: Total Depth 40 Ft.
(from 0 to 40, 7 in.
Hole (from _____ to _____, _____ in.
Diam. (from _____ to _____, _____ in.
(from _____ to _____, _____ in.

Ground elevation _____
(if known)

How Drilled:
rotary

REMARKS

Cementing, Packing, Type of
Shut-off, Depth to Shut-off, etc.
PUT LOG OF WELL ON RE-
VERSE SIDE

TO BE MADE OUT IN QUADRUPPLICATE: Original Blue and Duplicate Green to
State Engineer's Office, White copy to Owner, and Yellow copy to Driller.

LOG OF WELL
(ADD SPACES AS NEEDED)

From 0 ft. to 17 ft.
17 ft. to 41 ft.
41 ft. to 56 ft.
56 ft. to 66 ft.

Form C (Rev.)
-1-58/2.5M

STATE OF COLORADO

APPLICATION FOR USE OF GROUND WATER

RECEIVED

NOV 14 1960

GROUND WATER SECT.
COLORADO
STATE ENGINEER

Applicant Jim Rudolph

LOCATION OF WELL

P.O. Address Dacotail

County Arapahoe

Quantity applied for 10 gpm or
AF Storage

NW 1/4 SE 7, Sect. 7, Twp. 5 S

Used for Stock Purposes

Rge. 58 W 1st P.M. OR

on/at Site
(legal description of land site.)

Street Address or Lot & Block No.

Town or Subdivision

Total acreage irrigated and other rts.

ESTIMATED DATA OF WELL:

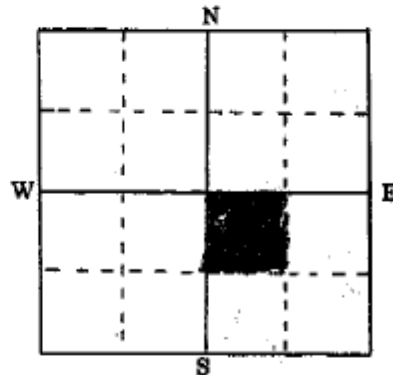
Hole size: 7 in. to 50 ft.
 in. to ft.

Casing: Plain 6 in. from 0 to 35 ft.
 in. from to ft.

Perf. 6 in. from 35 to 50 ft.
 in. from to ft.

PUMP windmill
Type, Horsepower, Discharge size.

Use initiation date Nov 20 1960
(Use Supplemental pages for additional data)



\$25.00 fee required for Industrial, Commercial or Irrigation uses.

Applicant Jim Rudolph
Agent Clint Thompson #74
Dacotail, Colorado

THIS APPLICATION APPROVED
NO. 7449
DATE NOV 14 1960, 19

Parcel #2C—Well Permit #288279

COLORADO DIVISION OF WATER RESOURCES DEPARTMENT OF NATURAL RESOURCES 1313 SHERMAN ST., Ste 821, DENVER, CO 80203 Main: (303) 866-3581 Fax: (303) 866-2223 dwrpermitsonline@state.co.us		Form GWS-44 (11/2011)					
RESIDENTIAL Note: Also use this form to apply for livestock watering Water Well Permit Application Review form instructions prior to completing form. Hand completed forms must be completed in black or blue ink or typed.							
1. Applicant Information Name(s) Ritchey Land & Cattle		6. Use Of Well (check applicable boxes) See instructions to determine use(s) for which you may qualify <input type="checkbox"/> A. Ordinary household use in one single-family dwelling (no outside use) <input checked="" type="checkbox"/> B. Ordinary household use in 1 to 3 single-family dwellings: Number of dwellings: <u>1</u> <input checked="" type="checkbox"/> Home garden/lawn irrigation, not to exceed one acre: area irrigated <u>1</u> sq. ft. <input type="checkbox"/> acre <input checked="" type="checkbox"/> Domestic animal watering – (non-commercial) <input checked="" type="checkbox"/> C. Livestock watering (on farm/ranch/range/pasture)					
Mailing address 13821 Sable Blvd		7. Well Data (proposed) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Maximum pumping rate 15 gpm</td> <td>Annual amount to be withdrawn 1 acre-feet</td> </tr> <tr> <td>Total depth 100-400 feet</td> <td>Aquifer Laramie Fox Hills</td> </tr> </table>		Maximum pumping rate 15 gpm	Annual amount to be withdrawn 1 acre-feet	Total depth 100-400 feet	Aquifer Laramie Fox Hills
Maximum pumping rate 15 gpm	Annual amount to be withdrawn 1 acre-feet						
Total depth 100-400 feet	Aquifer Laramie Fox Hills						
City Brighton		State CO					
Zip code 80601		8. Water Supplier Is this parcel within boundaries of a water service area? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, provide name of supplier:					
Telephone # 970-799-7741		9. Type Of Sewage System <input checked="" type="checkbox"/> Septic tank / absorption leach field <input type="checkbox"/> Central system: District name:					
2. Type Of Application (check applicable boxes) <input checked="" type="checkbox"/> Construct new well <input type="checkbox"/> Replace existing well <input type="checkbox"/> Use existing well <input type="checkbox"/> Change or increase use <input type="checkbox"/> Change source (aquifer) <input type="checkbox"/> Reapplication (expired permit) <input type="checkbox"/> Rooftop precip. collection <input type="checkbox"/> Other:		<input type="checkbox"/> Vault: Location sewage to be hauled to: <input type="checkbox"/> Other (explain):					
3. Refer To (if applicable) Well permit # _____ Water Court case # _____ Designated Basin Determination # _____ Well name or # _____		10. Proposed Well Driller License # (optional): <u>765</u>					
4. Location Of Proposed Well (Important! See instructions) County Arapahoe							
Section 11		Township 5					
Range 59		Principal Meridian 6					
Distance of well from section lines (section lines are typically not property lines) <u>150</u> feet from <input type="checkbox"/> N <input checked="" type="checkbox"/> S <u>200</u> feet from <input type="checkbox"/> E <input checked="" type="checkbox"/> W							
Well location address (Include City, State, Zip) <input type="checkbox"/> Check if well address is same as in Item 1.							
Optional: GPS well location information in UTM format. GPS unit settings are as follows: Format must be UTM <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13 Units must be Meters Datum must be NAD83 Unit must be set to true north Was GPS unit checked for above? <input type="checkbox"/> YES Remember to set Datum to NAD83							
5. Parcel On Which Well Will Be Located (You must attach a current deed for the subject parcel)							
A. You must check and complete one of the following: <input type="checkbox"/> Subdivision: Name _____ Lot _____ Block _____ Filing/Unit _____ <input type="checkbox"/> County exemption (attach copy of county approval & survey) Name/# _____ Lot # _____ <input type="checkbox"/> Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed <input type="checkbox"/> Mining claim (attach copy of deed or survey) Name/#: _____ <input checked="" type="checkbox"/> Square 40 acre parcel as described in Item 4 <input type="checkbox"/> Parcel of 35 or more acres (attach metes & bounds description or survey) <input type="checkbox"/> Other: (attach metes & bounds description or survey)							
B. # of acres in parcel 40		C. Are you the owner of this parcel? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
D. Will this be the only well on this parcel? <input type="checkbox"/> YES <input type="checkbox"/> NO (if no – list other wells)							
E. State Parcel ID# (optional):							
Office Use Only RECEIVED MAY 11 2012 WATER RESOURCES STATE ENGINEER COLO.		RECEIVED APR 30 2012 WATER RESOURCES STATE ENGINEER COLO.					
USGS map name		DWR map no. 5320					
Receipt area only Transaction #: 3855057 Date: 4/30/2012 9:51:03 AM Transaction Total: \$100.00 CHECK #51875 \$100.00							
AQUAMAP ✓ WE ✓ WR ✓ CWCB ✓ TOPO ✓ MYLAR ✓ SB5 ✓		DIV <u>8</u> WD <u>1</u> BA <u>2</u> MD <u>7</u>					

Crop Insurance Summary

08/15/2023 10:23:59 AM

SOI COPY

CHUBB **INDEMNITY INSURANCE CO OF NORTH AMERICA**
 Crop Insurance Serviced By RAIN AND HAIL LLC.
 2023 SUMMARY OF INFORMATION
 Policy: MP-0451956 State: COLORADO 5 Date: 10/27/2022 Page 1 of 2
 For 2023 and succeeding years
 SCAN: 30246569825143100014 2023

PRODUCER/OWNER INFORMATION
 RITCHEY LAND AND CATTLE
 % GRANT RITCHEY
 13821 SABLE BLVD
 BRIGHTON CO 80801-7264
AGENCY INFORMATION
 FARMERS UNION SERV/STEVEN BAER
 PO BOX 389
 WIGGINS CO 80664-0389
 email: KATHRYN@BAERINS.COM
PHONE 303-538-0715 **ENTITY** CORPORATION **STATE OF INCORP.** CO **CODE** 4686-42


COVERAGE

COUNTY	PLAN	CROP	TYPE CLASS, ETC	OPTION	LEVEL	PRICE	FINAL PLANT DATE	ACRES	LIABILITY	PREMIUM	SUBSIDY	NET PREMIUM	CREDITS	FEES	INTEREST	BALANCE	BILLING DATE
ARAPAHOE	YP	WHEAT		YAYC	A 60	8.77	10/15/2022	683.80	104,347	11,385	7,762	3,623		30		3,653.00	07/01/2023
MORGAN	YP	WHEAT		YAYC	A 60		10/15/2022	0.00									07/01/2023
WELD	YP	WHEAT		YAYC	A 60		10/15/2022	0.00									07/01/2023
ARAPAHOE	YP	CORN		YAYC	A 65	PROJECTED	05/31/2023										06/15/2023
ARAPAHOE	YP	MILLET		YAYC	A 70	ADJL	06/25/2023										06/15/2023
WELD	YP	SUNFLOWERS		YAYC	A 65	PROJECTED	06/15/2023										06/15/2023
WELD	RP	CORN		YAYC	A 75	PROJECTED	05/31/2023	683.80	104,347	11,385	7,762	3,623		30		3,653.00	06/15/2023

LOSS PAYABLE TO ME AND NO OTHERS THIS IS NOT A BILL


2023 MULTIPLE PERIL CROP INSURANCE SUMMARY OF INFORMATION

Line#	Crop	Farm Unit	Farm Number	Interest	County	Legal Description	Approved Yield	Acre Guarantee	Acres	Plant Date	Total Guarantee	Production Guarantee	Price	Liability	Risk Area	Premium
1.0	WHEAT															
YLOF	SMFALLOW BU	1.0003	4185	1.000	ARAPAHOE	1 2 SS 59W	29.0	17.40	683.8	09/20/2022	104,346.51	11,868.12	8.77	104,347		3,623
1.0	W															

Unit Description: DEER TRAIL
Remarks:

WHEAT IN MORGAN COUNTY HAS BEEN PROCESSED WITH ZERO ACRES

WHEAT IN WELD COUNTY HAS BEEN PROCESSED WITH ZERO ACRES

CHUBB	INDEMNITY INSURANCE CO OF NORTH AMERICA Crop Insurance Serviced By RAIN AND HAIL L.L.C.		Policy	MP-0451956	State	COLORADO 5	Date	10/27/2022	Page	2 of 2
			For	2023	and succeeding years	RITCHEY LAND AND CATTLE	303-538-0715			
2023 SUMMARY OF INFORMATION										
			SCAN: 30246569825143100025 2023							

To avoid future problems with claim adjustment and premium billing, please verify, promptly upon receipt, the accuracy of the above information especially crop, practice, interest and acres. After the acreage reporting deadline, coverage cannot be increased unless allowed by R/C rules and regulations and you obtain our written approval. Thank you.

If the Farm Service Agency (FSA) determines that the producer, or a substantial beneficial interest holder in the producer, is ineligible for premium subsidy as a result of any violation of 7 CFR Part 12 (Conservation Compliance), including, but not limited to, failing to file any required AD-1026 Form with FSA for the reinsurance year by the premium billing date, the producer may be required to pay the total amount of the Premium (rather than the total amount of the Net Premium).

The Premium and Subsidy amounts may increase by 1.15 percent of net book premium if the loss ratio in the State exceeds 1.20 or may, otherwise, change if required by the Standard Reinsurance Agreement. However, the amount of premium you are required to pay will not change.

Contract to Buy & Sell Real Estate (Land)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached**

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. _____ (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** _____.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. _____ (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of _____, Colorado (insert legal description):

known as: _____,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

~~If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.~~

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

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2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer **Does** **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

105 3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 “None”, such provision means that “None” applies.

109 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation “N/A” as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		TOTAL	\$	\$

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ _____ (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
131 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller’s receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer’s receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “**If Seller**
150 **is in Default**”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **“If Buyer**
153 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller’s check and cashier’s check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 **Conventional** **Other** _____.

171 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$_____ per _____ including principal and interest
173 presently at the rate of _____% per annum and also including escrow for the following as indicated: **Real Estate Taxes**
174 **Property Insurance Premium** and _____.

175 Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will
176 not exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$_____, or if any other terms or
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

180 Seller **Will** **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release
181 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate
182 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
183 not to exceed \$_____.

184 **4.7. Seller or Private Financing.**

185 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
186 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
187 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
188 including whether or not a party is exempt from the law.

189 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, **Buyer**
190 **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
191 **Private Financing Deadline.**

192 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**
195 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

196 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

200

TRANSACTION PROVISIONS

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS. Omitted as inapplicable.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
263 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

265 ~~7. OWNERS' ASSOCIATIONS.~~ This Section is applicable if the Property is located within one or more Common Interest
266 Communities and subject to one or more declarations (Association).

267 ~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
281 ASSOCIATION.~~

282 ~~7.2. Association Documents to Buyer.~~ Seller is obligated to provide to Buyer the Association Documents (defined below),
283 at Seller's expense, on or before ~~Association Documents Deadline~~. Seller authorizes the Association to provide the Association
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
285 of the Association Documents, regardless of who provides such documents.

286 ~~7.3. Association Documents.~~ Association documents (Association Documents) consist of the following:

287 ~~7.3.1.~~ All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
289 C.R.S.;

290 ~~7.3.2.~~ Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 ~~7.3.3.~~ List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
297 (Association Insurance Documents);

298 ~~7.3.4.~~ A list by unit type of the Association's assessments, including both regular and special assessments as
299 disclosed in the Association's last Annual Disclosure;

300 ~~7.3.5.~~ The Association's most recent financial documents which consist of: (1) the Association's operating budget
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
308 7.3.5., collectively, Financial Documents);

309 ~~7.3.6.~~ Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
313 elements or limited common elements of the Association property.

314 ~~7.4. Conditional on Buyer's Review.~~ Buyer has the right to review the Association Documents. Buyer has the Right to
315 Terminate under § 24.1., on or before ~~Association Documents Termination Deadline~~, based on any unsatisfactory provision in
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
317 ~~Association Documents Deadline~~, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after ~~Closing~~

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title. See Detail Brochure**

325 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
328 or if this box is checked, **an Abstract of Title certified to a current date.** Seller will cause the title insurance policy to be issued
329 and delivered to Buyer as soon as practicable at or after Closing.

330 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
339 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.

340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
383 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
384 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
385 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
386 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
387 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
388 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
389 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
390 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
391 **RECORDER, OR THE COUNTY ASSESSOR.**

392 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before
397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
399 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax
402 Certificate, the Tax Certificate will be paid for by Seller.

403 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
406 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
410 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
420 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
421 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
429 laws and governmental regulations concerning land use, development and environmental matters.

430 ~~**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**~~
431 ~~**PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**~~
432 ~~**THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**~~
433 ~~**RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**~~
434 ~~**ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**~~
435 ~~**RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**~~
436 ~~**GAS OR WATER.**~~

437 ~~8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO~~
438 ~~ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A~~
439 ~~MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND~~
440 ~~RECORDER.~~

441 ~~8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT~~
442 ~~TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION~~
443 ~~OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING~~
444 ~~OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.~~

445 ~~8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL~~
446 ~~INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING~~
447 ~~DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL~~
448 ~~AND GAS CONSERVATION COMMISSION.~~

449 ~~8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or~~
450 ~~not covered by the owner's title insurance policy.~~

451 ~~8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Mineral~~
452 ~~Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.~~

453 **9. NEW ILC, NEW SURVEY.**

454 ~~9.1. New ILC or New Survey. If the box is checked, (1) New Improvement Location Certificate (New ILC); or, (2)~~
455 ~~New Survey in the form of _____; is required and the following will apply:~~

456 ~~9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The~~
457 ~~New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date~~
458 ~~after the date of this Contract.~~

459 ~~9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before~~
460 ~~Closing, by: Seller Buyer or:~~

461
462
463 ~~9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of~~
464 ~~the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New~~
465 ~~ILC or New Survey Deadline.~~

466 ~~9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to~~
467 ~~all those who are to receive the New ILC or New Survey.~~

468 ~~9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New~~
469 ~~Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New~~
470 ~~Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to~~
471 ~~Seller incurring any cost for the same.~~

472 ~~9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey.~~
473 ~~If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,~~
474 ~~Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3. or § 13:~~

475 ~~9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or~~

476 ~~9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be~~
477 ~~shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.~~

478 ~~9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or~~
479 ~~before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on~~
480 ~~or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey~~
481 ~~Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such~~
482 ~~termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).~~

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
485 **WATER.**

486 ~~10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer~~
487 ~~the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller~~
488 ~~to Seller's actual knowledge and current as of the date of this Contract.~~

489 ~~10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer~~
490 ~~any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material~~
491 ~~facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely~~

492 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
493 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
494 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

495 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
496 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
497 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
498 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
499 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
500 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
501 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
502 sole subjective discretion, Buyer may:

503 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
504 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
505 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
506 pursuant to § 10.3.2.; or

507 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
508 description of any unsatisfactory condition that Buyer requires Seller to correct.

509 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
510 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
511 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
512 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
513 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
514 executing an Earnest Money Release.

515 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
516 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
517 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
518 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
519 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
520 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
521 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
522 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
523 pursuant to an Inspection Resolution.

524 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
525 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
526 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

527 **10.6. Due Diligence.**

528 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
529 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
530 **Deadline**:

531 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
532 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
533 are as follows (Leases):

534
535

536 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
537 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
538 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the Seller's obligations
539 under such leases for the Leased Items (§ 2.5.4., Leased Items).

540
541

542 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
543 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
544 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer **Will** **Will**
545 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

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547

548 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
549 of the following:

548
549
550

- 10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
Property;
- 10.6.1.4.2.** Property tax bills for the last _____ years;

- 551 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
553 extent now available;
- 554 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 555 **10.6.1.4.5.** Operating statements for the past _____ years;
- 556 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 557 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 559 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
560 have been made for the past ____ years;
- 561 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
562 not delivered earlier under § 8.3.);
- 563 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
567 Seller;
- 568 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
569 compliance of the Property with said Act;
- 570 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
572 authorizations, if any; and
- 573 **10.6.1.4.13.** Other:
- 574
575
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580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence—Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
596 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
599 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
602 tenants' business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
604 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
605 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
606 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
607 Environmental Site Assessment.

608 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
609 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before ~~ADA Evaluation Termination Deadline~~, based on any
613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
615 owned by Buyer and commonly known as _____, Buyer has
616 the Right to Terminate under § 24.1., effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
617 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
618 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
622 the Property. There is **No Well**. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit.
623 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
624 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
625 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
630 or delayed.

631 **10.10. Lead-Based Paint.** ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

632 **10.11. Carbon Monoxide Alarms.** ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

633 **10.12. Methamphetamine Disclosure.** ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

634 11. TENANT ESTOPPEL STATEMENTS.

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
649 required § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
651 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
652 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
653 waive any unsatisfactory Estoppel Statement.

654 CLOSING PROVISIONS

655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are** **Are Not** executed with
663 this Contract.

664 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
665 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
666 Buyer. The hour and place of Closing will be as designated by _____.

667 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

672 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
673 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
674 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
675 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
676 sufficient special warranty deed to Buyer, at Closing.

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

679 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
680 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
681 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
682 at or before Closing by Seller from the proceeds of this transaction or from any other source.

683 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
684 **WITHHOLDING.**

685 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
686 to be paid at Closing, except as otherwise provided herein.

687 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
688 One-Half by Buyer and One-Half by Seller Other _____.

689 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
691 associated with or specified in the Status Letter will be paid as follows:

692 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
693 Seller One-Half by Buyer and One-Half by Seller N/A.

694 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
695 and One-Half by Seller N/A.

696 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
698 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

699 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
700 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

701 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
702 Buyer and One-Half by Seller N/A.

703 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
704 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

705 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
707 One-Half by Buyer and One-Half by Seller N/A.

708 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
709 \$_____ for:

710 Water Stock/Certificates Water District
711 Augmentation Membership Small Domestic Water Company _____

712 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

713 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
714 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

715 **15.9. FIRPTA and Colorado Withholding.**

716 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** See Exhibit A or Detail Brochure

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
732 for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy**
733 **and Most Recent Assessed Valuation**, **Other** _____.

734 **16.1.2. Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____ Association Assessments are subject to change as provided in the Governing Documents.

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,
749 subject to the Leases as set forth in § 10.6.1.1. As stated in the Ritchey Land & Cattle Estate Auction Detail Brochure Printed: November 2, 2022.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day
752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753

GENERAL PROVISIONS

754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
779 Closing.

780 **18.3. Condemnation.** ~~In the event Seller receives actual notice prior to Closing that a pending condemnation action may~~
781 ~~result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation~~
782 ~~action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's~~
783 ~~sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and~~
784 ~~Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value~~
785 ~~of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.~~

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty.** ~~[Intentionally Deleted]~~

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
798 be complied with.

800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable.** ~~This § 20.1.2. applies unless the box in § 20.1.1. is checked.~~ Seller may
810 ~~cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that~~
811 ~~the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is~~
812 ~~fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to~~
813 ~~perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.~~

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
824 Contract are reserved and survive Closing.

825 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
826 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
827 reasonable costs and expenses, including attorney fees, legal fees and expenses.

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

856 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
857 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
858 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
860 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
861 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
879 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886

ADDITIONAL PROVISIONS AND ATTACHMENTS

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889
890
891
892
893
894
895
896
897
898
899

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

902
903
904
905
906
907
908

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

909
910

SIGNATURES

Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature Date

Buyer's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

911 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: _____

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer** **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

EXHIBIT A

29-1.) Buyer(s) is the high bidder for the Property identified above at the Reck Agri Realty & Auction auction for the Seller and held November 10, 2022, and in accordance with the terms and conditions of this Specific Performance Contract, the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022, the Title Commitment and all supplements and additions thereto, and other taped oral statements as announced at the Auction by the Auction Broker and the Auctioneer. Upon Reck Agri Realty & Auction, as broker, declaring each tract sold, the Seller agrees to sell and the Buyer(s) agrees to buy the Property as per the provisions of this Contract and the the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022, which is incorporated and made a part of this contract. In the event of a conflict between this contract and the the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022 the the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022, as modified by taped oral statements at the auction shall control.

29-2.) Buyer(s), before closing, may designate additional parties, including Buyer(s) or an entity owned or controlled by Buyer(s), to be named as Buyer(s) on all instruments of transfer of the Property and other necessary closing documents, including title commitments.

29-3.) On or before the date of the Auction, the Buyer(s) has physically inspected the Property, the the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022, and heard, understood, and agreed to all taped oral statements made by the Auction Company at the Auction regarding the bidding, order of procedure and protocol, and any amendments or modifications to the the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022. Buyer(s) has, relying solely on his/her own Due Diligence and with no oral or written representations from the Seller or the Auction Company or its agents, accepted the Property "As Is-Where Is" including, but not limited to, no physical, environmental or legal compliance warranties whatsoever from the Seller.

29-4.) 1031 SELLER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Seller may desire to sell the property which is the subject of this Auction in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer(s) agrees to cooperate, but is not required to incur any additional expense or risk.

29-5.) 1031 BUYER NOTIFICATION - 1031 EXCHANGE: It is understood and agreed that Buyer(s) may desire to purchase the property which is the subject of this Contract in a "tax free" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees that Buyer(s) may purchase through and assign this contract to a qualified intermediary chosen by Buyer(s), as may be needed to complete a 1031 tax-free exchange, which may not be simultaneous. Seller will cooperate with such exchange provided that Seller is not required to incur any additional expense or risk. Notwithstanding the utilization of a qualified intermediary to accomplish a like-kind exchange, Seller will confirm and ratify to Buyer(s) any warranty required under this Contract at the time of closing.

29-6.) This document shall be binding upon the benefit of the parties hereto, their heirs, personal representatives, successors and/or assigns.

Broker Disclosure

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDB24-10-19) (Mandatory 1-20)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

_____ or real estate which substantially meets the following requirements:
_____.

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the seller's agent seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

Customer for Broker's Listings – Transaction-Brokerage for Other Properties. When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

Transaction-Brokerage Only. Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

Buyer

Buyer

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: _____

Broker

Sample Bidder Card

101

Retain This Key to Bid!



970-522-7770 / 1-800-748-2589

535 E Cheyenne PO Box 407 · Sterling, CO 80751

Co. _____

Name _____

Address _____

Telephone _____

By my signature below, I have read and do agree to the full terms and conditions, property descriptions, pertinent information, title commitments and sample contracts of the the Ritchey Land & Cattle Estate Land Auction Detail Brochure Printed November 2, 2022 & verify that I have good funds or financing arranged.

X _____

No. 101

©

Title Commitments

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Lynn Vance Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2052 Fax: 866-828-0844 Main Phone: 970-330-4522 Email: LVance@heritagetco.com	Escrow Officer: Antoinette Alirez Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2058 Main Phone: (970)330-4522 Email: aalirez@heritagetco.com

Order Number: 459-HS0809527-414**Property Address: None shown, Deer Trail, CO 80105****SCHEDULE A**

1. Commitment Date: October 25, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Contracted Purchaser or Designee
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
[RITCHEY LAND & CATTLE CO., INC., a Colorado corporation](#)
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$579.00
Tax Certificate	\$13.50

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

The Northeast 1/4 of Section 18, Township 5 South, Range 58 West of the 6th P.M., County of Arapahoe, State of Colorado

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations contained in the Patent

From: The United States of America
 To:
 Recording Date: September 18, 1902
 Recording No: [Book A57 at Page 223alternate copy](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

9. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: James M. Rudolph, also known as J.M. Rudolph
Recording Date: July 9, 1962
Recording No.: [Book 1353 at Page 482](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Agreements for Covenants as set forth below:

Recording Date: December 14, 1970
Recording No.: [Book 1899 at Page 200](#)

and

Recording Date: October 11, 1973
Recording No.: [Book 2177 at Page 765](#)

11. Undivided Grantor's interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: R&R Minerals LLC and R7 Minerals, LLC
Recording Date: April 16, 2021
Recording No.: [E1063286](#)

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Whereas, There has been deposited in the General Land Office of the United States a Certificate of the

Colorado, which it recites that in

suant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public

Domain," and the acts supplemental thereto, March 3, 1873, March 13, 1874, and June 14, 1878, "To Encourage the

Growth of Timber on the Western Prairies," the claim of *Henry Weaver*

has been established and duly consummated in conformity to law, for the *South east*

quarter of Section four in Township Four South

of Range Sixty two West of the Sixth Principal

Meridian in Colorado, containing one hundred and sixty acres.

Filed for Record at 11:05 o'clock A.M.,

Oct. 28, 1901.

Julius Archibald

Recorder.

Meridian in Colorado, containing one hundred and 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 *Henry Weaver* the tract of Land above described. To have and to hold the said tract of Land, with the appurtenances thereof, unto the said *Henry Weaver*

and to *his* 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, I, *William McKinley* 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 *June* in the year of our Lord one thousand *nine* hundred and *one*, and of the Independence of the United States the *one hundred and twenty fifth*

By the President *William M. McKinley*, *J. M. McKeen*, Secretary.



Colorado Recorded, Vol. 140, Page 17

C. H. Brush, Recorder of the General Land Office.

Recorded at 2:28 o'clock P. M., JUL - 9 1962.
Reception No. 815470 MARJORIE PAGE

BOOK 1353 PAGE 482

THIS DEED, Made this 25th day of May
in the year of our Lord one thousand nine hundred and Sixty-two
between JAMES M. RUDOLPH, also known as J. M. RUDOLPH

R
10:30

of the City and County of Denver and State of
Colorado, of the first part, and FRANK J. BYERS and PAULINE BYERS

of the County of JEFFERSON 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

TEN and 00/100 ----- DOLLARS

and other good and valuable considerations 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 does grant, bargain, sell, convey and confirm unto the said parties of second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of

Arapahoe and State of Colorado, to-wit:
All of Sections 7, 15 and 21, NE $\frac{1}{4}$ of Section 18 and all of Section 17, excepting NW $\frac{1}{4}$, NW $\frac{1}{2}$, NW $\frac{3}{4}$, all in Township 5 South, Range 58 West of the Sixth Principal Meridian, excepting and reserving unto grantor, his heirs and assigns, an undivided one-half of all oil, gas and other minerals and mineral rights now owned by grantor in any of the above described land together with a like interest in any and all mineral lease rental and bonus payments; conveying all right, title and interest of grantor in and to State Lease No. S-31683 dated March 12, 1961, expiring March 12, 1971, covering Section 16, Township 5 South, Range 58 West of the Sixth Principal

Meridian, TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainders 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, their heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery 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. Subject to rights of way and easements and mineral reservations of record and subject to one-half of the taxes assessed for the year 1962 payable in 1963,

Rec'd 11:30

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

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

Signed, Sealed and Delivered in the Presence of

James M. Rudolph [SEAL]
James M. Rudolph, also known as
J. M. Rudolph [SEAL]
J. M. Rudolph [SEAL]

STATE OF COLORADO,

City and County of Denver

The foregoing instrument was acknowledged before me this 1st day of May 1962,
by James M. Rudolph, also known as J. M. Rudolph.

My commission expires October 22, 1963. Witness my hand and official seal.

Ann E. Cranes
Notary Public

No. 2114. WARRANTY DEED. Robinson Printing Company, 1224-46 Stout Street, Denver, Colorado
*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming the Statutory Acknowledgment, Sec. 118-6-1 Colorado Revised Statutes 1963.

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as well as within the term, interest of the parties and the
 respective obligations to be observed by the parties, and
 as to other data on the basis of the annual party, the following
 agreement is made to (reiteration of the above) conditions and
 agreement being observed.

1. That the party shall have the right to use data
 as follows: a. one (one) year of the
 following year.
2. That the party shall have the right to use
 as follows: a. one (one) year of the
 following year. b. one (one) year of the
 following year. c. one (one) year of the
 following year. d. one (one) year of the
 following year. e. one (one) year of the
 following year. f. one (one) year of the
 following year. g. one (one) year of the
 following year. h. one (one) year of the
 following year. i. one (one) year of the
 following year. j. one (one) year of the
 following year. k. one (one) year of the
 following year. l. one (one) year of the
 following year. m. one (one) year of the
 following year. n. one (one) year of the
 following year. o. one (one) year of the
 following year. p. one (one) year of the
 following year. q. one (one) year of the
 following year. r. one (one) year of the
 following year. s. one (one) year of the
 following year. t. one (one) year of the
 following year. u. one (one) year of the
 following year. v. one (one) year of the
 following year. w. one (one) year of the
 following year. x. one (one) year of the
 following year. y. one (one) year of the
 following year. z. one (one) year of the
 following year.
3. That the party shall have the right to use
 as follows: a. one (one) year of the
 following year. b. one (one) year of the
 following year. c. one (one) year of the
 following year. d. one (one) year of the
 following year. e. one (one) year of the
 following year. f. one (one) year of the
 following year. g. one (one) year of the
 following year. h. one (one) year of the
 following year. i. one (one) year of the
 following year. j. one (one) year of the
 following year. k. one (one) year of the
 following year. l. one (one) year of the
 following year. m. one (one) year of the
 following year. n. one (one) year of the
 following year. o. one (one) year of the
 following year. p. one (one) year of the
 following year. q. one (one) year of the
 following year. r. one (one) year of the
 following year. s. one (one) year of the
 following year. t. one (one) year of the
 following year. u. one (one) year of the
 following year. v. one (one) year of the
 following year. w. one (one) year of the
 following year. x. one (one) year of the
 following year. y. one (one) year of the
 following year. z. one (one) year of the
 following year.

1. That the amount of the loan shall not exceed one per cent of the net worth of the borrower at the time the loan is made, and that the borrower shall not be liable for the repayment of the loan until the expiration of the term of the loan.
2. That the interest on the loan shall be payable in cash at the end of each month, and that the borrower shall be liable for the repayment of the loan at the end of the term of the loan.
3. That the borrower shall be liable for the repayment of the loan at the end of the term of the loan, and that the lender shall be liable for the repayment of the loan at the end of the term of the loan.
4. That the borrower shall be liable for the repayment of the loan at the end of the term of the loan, and that the lender shall be liable for the repayment of the loan at the end of the term of the loan.
5. That the borrower shall be liable for the repayment of the loan at the end of the term of the loan, and that the lender shall be liable for the repayment of the loan at the end of the term of the loan.

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8. Both parties agree that the terms and conditions of this contract shall be a covenant or covenants running with and against the land and running with and against the reservoir and reservoir rights described herein.
9. It is further agreed that the entire agreement between the parties is contained herein and that there are no other or different agreements to be relied upon. Both parties have been fully apprised by counsel of their respective rights in this matter and agree to be and are firmly bound in the future and forever under the terms of this contract.

THIS agreement shall be binding on the heirs, successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their names this 2nd day of August, A.D., 1970.

Richard Price Jr.

Ethel V. Price
First Parties

Stanley Bixler
Second Party

STATE OF COLORADO)
Arapahoe) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 21st day of Aug, A.D., 1970, by Ethel V. Price and Richard Price, Jr..
WITNESS my hand and official seal.
My commission expires Oct 13, 1972

John E. Franklin
Notary Public

STATE OF COLORADO)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 2nd day of Aug, A.D., 1970, by Stanley Bixler.
WITNESS my hand and official seal.
My commission expires 5/24/71

Robert Gundersen
Notary Public



Recorded at 140 o'clock P. OCT 11 1973
Reception 1385898 MARJORIE PAGE, Recorder

BOOK 2177 PAGE 765

AGREEMENT FOR COVENANTS

THIS AGREEMENT, made and entered into by and between ETHEL V. PRICE and RICHARD PRICE, JR., hereinafter referred to as first parties, and STANLEY BIXLER, hereinafter referred to as second party, WITNESSETH:

THAT the first parties are the owners of the following described water rights located on Deertrail Creek (also known as Muddy Creek) to wit:

1. Noonan Reservoir #2, Arapahoe Co., Colo. dated October 22, 1907, 115,970,000 cubic feet.
2. Enlarged Noonan Reservoir #2 and the J.T. Noonan Seepage Reservoir in Adams and Arapahoe Counties, Colorado, dated March 26, 1912 and May 1, 1912 respectively for 150,047,000 and 7,657,850 cubic feet respectively.

THAT the second party is the owner of the following described lands, situated in Arapahoe County, Colorado, to wit:

Sections 23, 25, and 36, Township 4 South, Range 59 W of the 6th P.M.; Sections 1 and 12, Township 5 S, Range 59 W of the 6th P.M.; Sections 6, 7 and the NE $\frac{1}{4}$ of Section 18, Township 5 S, Range 58 W of the 6th P.M.

THAT Deertrail Creek is the source of supply of the Noonan Decrees and that said creek traverses the lands described and owned by the second party.

THAT over the years the second party and his predecessors in title have placed stock dams, spreader dams and like structures on Deertrail Creek and its tributaries for the purpose of conserving water and using the same to irrigate meadows and have water for livestock.

THAT a dispute has arisen between the first parties and the second party concerning two specific dams, namely a dam located on Section 23, Township 4 S, Range 58 W of the 6th P.M., Arapahoe County, Colorado and a dam located in Section 36, Township 4 S, Range 59 W of the 6th P.M., Arapahoe County, Colorado. Both of said dams traverse Deertrail Creek and their construction and maintenance has been objected to by the first parties, claiming interference with the flow of said Deertrail Creek to the Noonan Reservoir.

In order to settle the disagreement of the parties and to make permanent an agreement as to these two particular dams, and as to other dams on the lands of the second party, the following agreement is made in consideration of the mutual covenants and agreements herein contained.

1. That the second party will not place any new dams or structures across Deertrail Creek on any of the lands owned by him.
2. That the second party will breach the large dam in Section 23, Township 4S, Range 59W of the 6th P.M., by back hoeing a 24" trench through the center of said dike and in the creek bed. If the breach above stated does not effectively breach said dam on out, then and in that event, first parties may request second party to breach the west end of said dike with an additional 24" trench, provided however that said request may not be made after the expiration of three years from date of this agreement and provided further however, that there has been sufficient rainfall to adequately test the effectiveness of said original breach. Adequate rainfall shall be defined as sufficient rain to cause a flow in Deertrail Creek sufficient to cause any one or more of the 18" tubes in the dams mentioned in paragraph 7 to flow at their full capacity.
3. That the second party will breach the large dam located in Section 36, Township 4S, Range 59W of the 6th P.M., in the same manner as described in the foregoing paragraph, and upon the same terms and conditions.

4. That the second party will not change any of the other dams or dikes located on his land, but shall have the right to maintain all of the other dams or dikes in their present condition.
5. Parties of the first part recognize the right of party of the second part to maintain all other dams on his property in as good a condition as they are now and they will make no demands for other or further breaching of said dams described herein or any other dams located upon the property of party of the second part.
6. The breaches proposed to be made in accordance with this agreement shall be made within a reasonable time and in no event longer than three months from the date of this agreement.
7. It is further agreed by and between the parties hereto that all remaining dams shall have 18" tubes in them with the exception of all dams that presently have no tubes. In the event that the dams with tubes are not maintained so that the tubes properly allow the flow of water through them, then the parties of the first part shall have the right to clear said tubes or in the event said tubes have collapsed party of the second part will replace said tubes to allow the flow of water retained by said dams; provided however, that if the parties of the first part shall first give party of the second part written notice of the condition of said dam or dams and sufficient time, to wit: three months, in which to rectify any said defect, then, upon failure of party of the second part to so rectify said dam or dams, parties of the first part may replace tubes at the expense of the party of the second part.

- 8. Both parties agree that the terms and conditions of this contract shall be a covenant or covenants running with and against the land and running with and against the reservoir and reservoir rights described herein.
- 9. It is further agreed that the entire agreement between the parties is contained herein and that there are no other or different agreements to be relied upon. Both parties have been fully apprised by counsel of their respective rights in this matter and agree to be and are firmly bound in the future and forever under the terms of this contract.

THIS agreement shall be binding on the heirs, successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their names this 31st day of August, A.D., 1970.

Richard Price Jr.

Ethel V. Price
First Parties

Stanley Bixler
Second Party

STATE OF COLORADO)
Arapahoe) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 31st day of Aug A.D., 1970, by Ethel V. Price and Richard Price, Jr.
WITNESS my hand and official seal.
My commission expires Oct 13, 1971

John E. Franklin
Notary Public

STATE OF COLORADO)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 7th day of October, A.D., 1970, by Stanley S. Bixler.
WITNESS my hand and official seal.
My commission expires 12/31/71

Harold S. [Signature]
Notary Public



MINERAL DEED
04/16/2021 01:53 PM RF: \$18.00 DF: \$0.00
Arapahoe County Clerk, CO
Page: 1 of 2
Joan Lopez, Clerk & Recorder

E1063286

nr
ASTRELLA LAW PC
1801 BROADWAY STE 1600
DENVER, CO 80202

QUITCLAIM MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ritchey Land & Cattle Inc., a Colorado corporation, 13821 Sable Boulevard, Brighton, Colorado 80601, (hereinafter referred to as "Grantor") does hereby transfer, release, remise and quitclaim all of Grantor's right, title, and interest in and to the oil, gas, and other minerals in and under and that may be produced from the lands in Arapahoe County, Colorado, described in Exhibit A attached hereto and incorporated herein by this reference, in the percentages as set forth below:

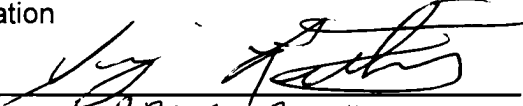
50% of Grantor's interest to R&R Minerals LLC, a Colorado limited liability company, whose address is 24589 CR 38, LaSalle, Colorado 80645.

50% of Grantor's interest to R7 Minerals, LLC, a Colorado limited liability company, whose address is 14211 WCR 22, Fort Lupton, Colorado 80621.

It is the intention of the parties that this quitclaim mineral deed cover and include, but not by way of limitation, all mineral interests, executive rights, bonus, delay rentals, shut in gas royalties, oil and gas leasehold interests, royalty interests, overriding royalty interests, production payments, and any and all other interests of any kind or nature whatsoever in the mineral estate in any of the lands described in Exhibit A hereto effective as of the date set forth below.

IN WITNESS WHEREOF, Grantor has hereunto caused its signature to be affixed this 9th day of April, 2021.

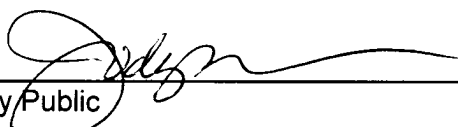
RITCHEY LAND & CATTLE INC., a Colorado corporation

By: 
Name: CRAIG RITCHEY
Title: PRESIDENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing Quitclaim Mineral Deed was acknowledged before me this 9th day of April 2021, by CRAIG RITCHEY as PRESIDENT of Ritchey Land & Cattle Inc., a Colorado corporation.

Witness my hand and official seal.


Notary Public

My commission expires: 3-19-22
Jody Fournier
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144011927
MY COMMISSION EXPIRES March 19, 2022

EXHIBIT A
To Quitclaim Mineral Deed
from
Ritchey Land & Cattle Inc.
to
R&R Minerals, LLC, and R7 Minerals, LLC

The following lands in Arapahoe County, Colorado:

Township 5 South, Range 59 West of the 6th P.M.

Section 2: E/2

Section 12: All

Township 5 South, Range 58 West of the 6th P.M.

Section 18: NE/4



Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Lynn Vance Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2052 Fax: 866-828-0844 Main Phone: 970-330-4522 Email: LVance@heritagetco.com	Escrow Officer: Antoinette Alirez Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2058 Main Phone: (970)330-4522 Email: aalirez@heritagetco.com

Order Number: 459-HS0809529-414
 Property Address: None shown, Deer Trail, CO 80105

SCHEDULE A

1. Commitment Date: October 25, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Contracted Purchaser or Designee
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
[RITCHEY LAND & CATTLE CO., INC., a Colorado corporation](#)
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$579.00
Tax Certificates (4)	\$54.00

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

All of Section 7, Township 5 South, Range 58 West of the 6th P.M. and All of Sections 11 and 12, Township 5 South, Range 59 West of the 6th P.M., County of Arapahoe, State of Colorado

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SCHEDULE B, PART II EXCEPTIONS

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The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations by the Union Pacific Land Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording Date: July 2, 1910
Recording No: [Book 36 at Page 393](#)
(affects Section 11)

and

Recording Date: August 9, 1915
Recording No: [Book 78 at Page 495](#)
(affects Section 7)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

9. Reservations contained in the Patent

From: The United States of America
Recording Date: March 13, 1923
Recording No: [Book 153 1/2 at Page 265](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States and reserving all coal in the lands so granted as more particularly described therein.
(affects East 1/2 Section 12)

10. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: George R. Weisensee et al
Recording Date: February 27, 1957
Recording No.: [Book 1005 at Page 162](#)
(affects Section 11 and East 1/2 Section 12)

11. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Clark N. Woodis
Recording Date: February 27, 1957
Recording No.: [Book 1005 at Page 163](#)
(affects West 1/2 of Section 12)

12. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Covenants as set forth below:

Recording Date: December 14, 1970
Recording No: [Book 1899 at Page 200](#)

and

Recording Date: October 11, 1973
Recording No: [Book 2177 at Page 765](#)

13. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. [B2090792](#) (Affects Section 7)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

14. Undivided Grantor's interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: R&R Minerals LLC and R7 Minerals, LLC
Recording Date: April 16, 2021
Recording No.: [E1063286](#)

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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the United States unto the said Kate Bean the tract of land above described; To have and to hold the said Tract of Land, with the appurtenances thereof, unto the said Kate Bean 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 proprietors 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 way thereon for ditches or canals constructed by the authority of the United States.

In Testimony whereof, I William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to hereunto affixed.

Given under my hand, at the City of Washington, the second day of June, in the year of our Lord one thousand nine hundred and ten, and of the independence of the United States the one hundred and thirty-fourth.

By the President. Wm. H. Taft.
By W. P. Le Roy, Secretary
D. W. Sanford

Recorder of the General Land Office

Recorded: Patent Number 133673.

Warranty Deed	Entered O.R.S.	Contract Nos.
Union Pacific Land Co.		5350-6, 5355-6.
J.		5353-6, 5356-6.
Frank W. Walker et al		5354-6, 5357-6.
Filed for record at 9:30 o'clock, Am. July 2, 1910		The Union Pacific Land Company Deed No. 3492
Robert Beusel Recorder		Know all men by these Presents, That The Union Pacific Land Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Eighty-four hundred and twenty and 17/100 (\$8420.34) to it paid, the receipt of which is hereby acknowledged, doth subject however, to the exceptions, reservations and con-

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Kate Bean
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Land re-
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granted by

ditions hereinafter written, hereby grant, bargain, sell and convey unto Frank W. Walker; Charles W. Walker; and the heirs at law of John H. C. Walker, deceased, of the County of Larimer, in the State of Colorado, the following described real estate situate, lying and being in the County of Arapahoe and in the State of Colorado, to-wit:

All of Section No. Twenty-one (21) in Township No. Four, (4) South of Range No. Fifty-nine (59) West of the Sixth Principal Meridian; and also all of Sections Nos. Three (3), Five (5), Nine (9), Eleven (11) and Fifteen (15), in Township No. Five (5) South of Range No. Fifty-nine (59), West of the Sixth Principal Meridian, containing, according to the United States survey thereof, thirty-eight hundred and thirty-eight (3838) and 08/100 acres more or less, subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described.

Excepting and Reserving, First; All oil, coal, and other minerals, within or underlying said lands.

Second; The exclusive right to prospect in and upon said land for oil, coal and other mineral, therein, or which may be supposed to be therein, and to mine for and remove from said land, all oil, coal and other minerals which may be found thereon by anyone.

Third; The right of ingress, egress and regress upon said land to prospect for, mine and remove, any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.

Fourth; The right to Union Pacific Railroad Company to maintain and operate its railroad, in its present form of construction, and to make any change in the form of construction or method of operation of said railroad.

To have and to hold, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereto belonging unto the said Frank W. Walker; Charles W. Walker; and the heirs at law of John H. C. Walker, deceased, grantee, their heirs and assigns forever, and said the

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Union Pacific Land Company doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantee, their heirs assigns forever against the lawful claims of all persons whomsoever,

Excepting as against all taxes and assessments levied upon said premises for or during the year 1906 and subsequent years, and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the 19th day of September, 1905.

And whereas, said The Union Pacific Land Company did, on the 28th day of June, 1898, execute and deliver to The Mercantile Trust Company a certain mortgage deed wherein said Land Company conveyed to the said The Mercantile Trust Company, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described. and

whereas, said The Union Pacific Land Company, with the consent of the said The Mercantile Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said grantee, for and in consideration of the sum paid as aforesaid to The Union Pacific Land Company by said grantee, which sum of money has been paid to said The Mercantile Trust Company in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage for the uses and purposes mentioned in said mortgage deed.

Now therefore know all men by these Presents that said The Mercantile Trust Company, Trustee, of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company, for the uses and purposes aforesaid doth hereby premise, release and forever quit-claim, subject to the exceptions, reservations and conditions above written, unto the said Frank W. Walker; Charles W. Walker; and the Heirs-at-law of John H. C. Walker, deceased the real estate described aforesaid, to be held by the said grantee free and exempt from all

liens, incumbrances and charges of said mortgage deed of the 14th day of June, 1898.

In Presence of
L. Edward
A. C. Sherman

Corporate Seal

In witness whereof, the said grantor, The Union Pacific Land Company, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, attested by its Asst. Secretary, and counter signed by its General Manager and its Auditor, and said The Mercantile Trust Company, under said mortgage deed of June 28th, 1898, has caused these presents to be sealed with its corporate seal, signed by its Vice-President, who is thereto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 31st day of May, A. D. 1910.

Attest:
Jas. Hellen
Asst. Secretary

In Presence of
D. Michael
W. C. Bell

Corporate Seal

The Union Pacific Land Company,
By Wm. Mahl, Vice-President,

Attest:
Guy Richards
Secretary

The Mercantile Trust Company, Trustee
By W. C. Pailton Vice-President

General Manager
J. W. Giffith
Auditor
J. J. Stirling
Appraisal No. 115
W.R.G.
Checked by
H. J. S.
R. C. O.

State of New York }
County of New York } ss= Be it remembered, that on this 31st day of May, A.D. 1910, before me, a Notary Public, in and for said County, appeared The Union Pacific Land Company, by Wm. Mahl, its Vice-President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice-President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

In witness whereof, I have hereunto set my hand and official seal this 31st day of May, A.D. 1910, at the City of New York, in said County and State.
My Commission expires March 30, 1911.

Notarial Seal

L. Edward, Notary Public

State of New York }
County of New York } ss= Be it remembered, that on this 6th day of June, A.D. 1910, before me, a Notary Public, in and for said County, appeared The Mercantile

WARRANTY DEED

-from-

The Union Pacific Land Company

-to-

The devisees of Daniel P. Baldwin,
deceased.

-and-

RELEASE FROM

Bankers Trust Company

-to-

The devisees of Dan'l P. Baldwin,
deceased.Filed for record at 9:00 o'clock
A.M. Aug. 9, 1915.

Theodore Taylor

Recorder. ✓

Contract No. 2624-E.

THE UNION PACIFIC LAND COMPANY

Deed No. 4378

KNOW ALL MEN BY THESE PRESENTS, That The Union Pacific Land Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Seventy-three hundred and Thirty-nine and 10/100 (\$7339.10) Dollars, to it paid, the receipt of which is hereby acknowledged, doth, subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey an undivided one half ($\frac{1}{2}$) interest unto the devisees under the last Will and Testament of Daniel P. Baldwin, deceased, of the County of Cass in the State of Indiana; and an undivided one-fourth ($\frac{1}{4}$) interest unto the Heirs at Law of Samuel E. Howe, deceased of the County of Cass in the State of Indiana; and an undivided one-fourth ($\frac{1}{4}$) interest unto the

Devisees under the last Will and Testament of Crosby O. Howe, deceased, of the City and County of Denver, in the State of Colorado, in and to the following described real estate, situate, lying and being in the County of Arapahoe and in the State of Colorado, to-wit:

All of Sections Nos. Seven (7), Nine (9), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-nine (29) and Thirty-three (33), in Township No. Five (5) South of Range No. Fifty-eight (58) West of the Sixth Principal Meridian; and also the following described real estate, situate, lying and being in the County of Elbert in the State of Colorado, to-wit: All of Section No. Five (5) in Township No. Six (6) South of Range No. Fifty-eight (58) West of the Sixth Principal Meridian, containing in all according to the United States Survey thereof Fifty-eight Hundred and Seventy-one (5871) and 28/100 acres, more or less, subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described.

EXCEPTING AND RESERVING, First; All oil, coal and other minerals within or underlying said lands.

Second; The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by any one.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right-of-way to and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of oil, mineral, machinery or other material.

Fourth: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad.

TO HAVE AND TO HOLD, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereunto belonging unto the said Devisees under the last Will and Testament of Daniel P. Baldwin, deceased; and the said Heirs at Law of Samuel E. Howe, deceased; and the said Devisees under the Last Will and Testament of Crosby O. Howe, deceased, grantees, their heirs and assigns forever, and the said The Union Pacific Land Company doth hereby covenant with the said grantees that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantees their heirs and assigns forever as against the lawful claims of all persons whomsoever.

EXCEPTING as against all taxes and assessments levied upon said premises for or during the year 1903 and subsequent years, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the Twelfth day of December, 1902.

AND WHEREAS said The Union Pacific Land Company, did on the 28th day of June 1898, execute and de-

for said County, in the State aforesaid,
County, known to me to be such, and who is
to the foregoing deed, as such Public
that as and in the capacity of Public Trust-
said instrument of writing as his free and
nd.

August A.D. 1915.

Harry C. Curtis,
Notary Public.

COLORADO

Patent No. 3045.

THESE PRESENTS SHALL COME GREETING.

Bowles, of the County of Arapahoe and State
andance with the provisions of the acts of
of the State of Colorado, approved and in
the purchase of the land herein designated
the time of the execution of this convey-
payment as appears from the records of the
Commissioners of and for the following des-
cribing and situate in the County of Arapahoe
to-wit:

Range Sixty-five (65) West of the Sixth
more or less, according to United States
to any and all minerals, ores and metals
er like substances in or under said land,
together with enough of the surface of same
minerals and substances. Subject to any
and now in full force and effect, if any
by the said Charles W. Bowles, for the sum
rs.

of the premises and in conformity with
and granted and by these presents does sell
designs, the said tract above described:

all the rights, privileges, immunities and
said Charles W. Bowles and to his heirs and

the State of Colorado, have caused these
Colorado to be hereunto attached.

of July, A.D. 1915.

George A. Carlson,
Governor.

Notary of State of the State of Colorado.

John F. Vivian,
Register, State Board of Land Commissioners.

liver to The Mercantile Trust Company, of New York, a certain mortgage deed, wherein said Land Company conveyed to the said The Mercantile Trust Company as Trustee for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and

WHEREAS, said The Mercantile Trust Company was on the 10th day of August 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909, of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and, thereby all and singular the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property, real, personal and mixed, and things in action thereunto belonging, were transferred to and vested in the said Bankers Trust Company, and the Trust Company last mentioned has succeeded to all relations, obligations, trusts and liabilities of said The Mercantile Trust Company, and has assumed the performance of all trusts of said The Mercantile Trust Company; and

WHEREAS, said The Union Pacific Land Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said grantees for and in consideration of the sum paid as aforesaid to The Union Pacific Land Company by said Grantees, which sum of money has been paid to the said Bankers Trust Company in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses and purposes mentioned in said mortgage deed.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said Bankers Trust Company, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company for the uses and purposes aforesaid, doth hereby Remise, Release and forever Quit Claim, subject to the exceptions, reservations and conditions above written unto the said Devisees under the last Will and Testament of Daniel P. Baldwin, deceased; and the said Heir at Law of Samuel E. Howe, deceased; and the said Devisees under the Last Will and Testament of Crosby O. Howe, deceased, the real estate described aforesaid, to be held by the said grantees free and exempt from all liens, incumbrances and charges of said mortgage deed of the 28th day of June 1898.

IN WITNESS WHEREOF, the said grantor, The Union Pacific Land Company, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice President and attested by its Assistant Secretary, and countersigned by its General Manager and its Auditor, and the said Bankers Trust Company, under said mortgage deed of June 28th 1898, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereunto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 6th day of May A.D. 1913.

IN PRESENCE OF:)
)
 E. E. Cable)
 A. C. Sherwood)

(CORPORATE SEAL)

THE UNION PACIFIC LAND COMPANY,
 By C. C. Stillman,
 Vice President.

Attest:
 Thomas Price
 Assistant Secretary.

IN PRESENCE OF:)
)
 I. Michaels)
 O. D. Settle)

(CORPORATE SEAL)

BANKERS TRUST COMPANY, TRUSTEE,
 By H. B. Thorne,
 Vice President.

Attest:
 Guy Richards
 Assistant Secretary.

COUNTERSIGNED:

J. A. Griffith
 General Manager.
 H. J. Sterling
 Auditor.

Approved by Counsel.

Appraisal No. 82 W.R.
 Checked by F.J.E.
 G.R.S.

STATE OF NEW YORK)
)ss.
 COUNTY OF NEW YORK)

BE IT REMEMBERED, That on this 6th day of May A.D. 1913, before me a Notary Public, in and for said County, appeared The Union Pacific Land Company, by C. C. Stillman, its Vice-President, who

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\$3820.83	
804.62	
\$3016.21	

being duly sworn, says that the foregoing is a full and correct account of all his dealings and transactions, and of all moneys and effects received and paid out by him on account of said estate from the 7th day of September, 1901, to the 7th day of June A.D. 1902.

Subscribed and sworn to before me this 9th day of June A.D. 1902. (Sign here) Milton J. Stair.

Thomas L. Bonfils,
Clerk of the County Court.

I, Thomas L. Bonfils, Clerk of the County Court of the City and County of Denver, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of the Final Report in the matter of the estate of Herman Carl Luedeke, deceased,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Denver, this 3rd day of August A.D. 1915.

Thomas L. Bonfils
Clerk of the County Court.

By K. P. Mace, Deputy.

(OFFICIAL SEAL)

Revenue stamp cancelled to amount of ten cents H.C.C. 8/7/15.

37584

SHERIFF'S NOTICE
-of-

LEVY ON REAL ESTATE

Anna Wakelin, Plaintiff

-vs-

H. R. Crane and E. W. Genter,
Defendants.

Filed for record at 11:30 o'clock
A.M. Aug. 7, 1915.

Theodore Taylor
Recorder.

STATE OF COLORADO)
)ss. IN THE DISTRICT COURT
COUNTY OF DENVER) City and County of Denver.

Anna Wakelin,
Plaintiff,

-vs-

H. R. Crane and E. W. Genter,
Defendants.

TO Grace Ady Genter.

YOU WILL TAKE NOTICE that under and by virtue of the writ of Attachment, a copy of which is hereto attached, I have this day levied upon and taken in attachment the following described real estate, situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:

The East half (1/2) of Section Fourteen (14) Township Five (5) South Range Sixty-Seven (67) West, Together with the water appertaining thereto. Standing in the name of Grace Ady Genter, but belonging to H. R. Crane and E. W. Genter, as the property of the above named defendants said real property standing upon the Records of said County in your name.

Given under my hand this Sixth day of August A.D. 1915.

J. W. McBroom Sheriff.

By J. T. Bennett, Under Sheriff.

37590

POWER OF ATTORNEY

Anne Patricia Moore Hagart White
-to-
Charles Hagart

Filed for record at 9:00 o'clock
A.M., Aug 9, 1915.

Theodore Taylor
Recorder.

KNOW ALL MEN BY THESE PRESENTS, That I, Anne Patricia Moore Hagart White, of the county of Monaghan, United Kingdom of Great Britian and Ireland, reposing special trust and confidence in Charles Hagart, of the City of Edinburgh, Scotland, in the United Kingdom of Great Britian and Ireland, do hereby make, constitute and appoint the said Charles Hagart my true and lawful attorney to grant, bargain, sell and convey any part or all of my property, real and personal, situate in the State of Colorado, United States of America, which I now own or may hereafter acquire, in

which I have any interest, for such price and on such terms as to my attorney shall seem meet and proper, and for me and in my name, place and stead to make, execute, acknowledge and deliver good and sufficient deeds of con-

l been paid, leaving the above

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ustave Carl Luedeke, are the

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ove set forth, and, having made

All of which is respectfully

tair

estate of Herman Carl Luedeke,
Deceased.

f Herman Carl Luedeke deceased,

veyance for the same either with or without covenant of warranty, and to demand, sue for and receive all debts, moneys, securities and other personal property to which I am now or may hereafter become entitled in said State of Colorado and United States of America, and in my name to give effectual receipts and discharges for the same and generally, to act as my attorney and agent in relation to all of my interests, property and claims in said State of Colorado in the United States of America and on my behalf to execute such instruments and do all such acts and things in relation thereto as fully and effectually as I myself could do were I personally present.

I hereby, for myself, my heirs, executors and administrators, ratify and confirm whatsoever my said attorney shall do by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of December A.D. 1910.

Anne Patricia Moore Hagart White

Witness:

Sara White

Annie Berry White

United Kingdom of Great Britian and Ireland,
State of County of the City of Belfast.

I, Paul Knabenshue, a Vice-Consul of the United States of America, Belfast, Ireland, do hereby certify that Anne Patricia Moore Hagart White, who is personally known to me to be the person whose name is subscribed to the foregoing power of attorney, appeared before me this 7th day of December, 1910, in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the purposes therein set forth.

Paul Knabenshue
Vice-Consul of the United States of America,
Belfast, Ireland.

(OFFICIAL STAMP)

American Consular Service Fee Stamp, \$2.00, cancelled.No.369, 12/7/10.

<p>37591</p> <p>LETTERS, DECREE & ORDER</p> <p>In the Matter of the Estate</p> <p>-of-</p> <p>Marion Hagart, Deceased.</p> <p>Filed for record at 9:00 o'clock A.M. Aug. 9, 1915.</p> <p>Theodore Taylor Recorder</p>	<p>UNITED STATES OF AMERICA</p> <p>STATE OF COLORADO) City and County of Denver) ss.</p> <p>IN COUNTY COURT, May Term, A.D. 1908.</p> <p>Pleas before the Honorable Grant L. Hudson, Judge of the County Court, within and for the City and County of Denver, State aforesaid, and at a term thereof begun and held at the Court House in the City of Denver, in said County, on the first Monday (being the 4th day) of May in the year of our Lord one thousand nine hundred and eight and of the independ- ence of the United States the one hundred and thirty second.</p> <p>Present, Honorable Grant L. Hudson, Judge.</p> <p>Alexander Nisbet, Sheriff.</p>
---	--

Attest: Thomas L. Bonfils, Clerk.

BE IT REMEMBERED, that upon to-wit the 26th day of May A.D. 1908, the same being one of the regular days of the May Term A.D. 1908, of said Court, the following Letters were issued out of said Court, to-wit:

STATE OF COLORADO)
City and County of Denver) ss. IN THE COUNTY COURT.

In the Matter of the Estate of)
Marion Hagart, deceased.) LETTERS OF ADMINISTRATION.

THE PEOPLE OF THE STATE OF COLORADO TO ALL TO WHOM THESE PRESENTS SHALL COME- GREETING:

Know ye, that whereas, at the May Term, A.D. 1908, of the County Court of said County, holden at the

City and County of I
said Court, made and
this life on the last

NOW THERE

estate of the said

No.11738
In the County C
City and County
Estate of Marion H
Letters to
Robert Collier
Filed in the County
day of May A.D.1908
Book N, Page 287,

AN

days of the May Ter

STATE OF COLOR

City and County of

In the Matter of th
-of-
Marion Hagart, dece

Now on t

thereupon the matte

to be heard upon th

appearing to the Co

to law, as evidence

Court having receiv

being sufficiently

FIND, AS

while a resident of

or hereditaments;

heirs at law of W.

Charles Hagart, br

Marion Hagart, sis

the said Marion H

and her sister, An

in all the estate

the estate of Will

of said deceased,

interest.

Whereupon it is

ORDERED

White, heirs at la

right, title and i

hereditaments or c

- Lots 11
- Lot 14,
- Lot 5,
- Lots 14
- Lots 23
- Lot 17,
- Lot 16,
- Lots 2
- Lot 32
- Lot 5,

ought to have in and to the following described Piece or Parcel of Land.

SITUATED in the Section Four Township Five County of Arapahoe and State of Colorado and known as Parcel One

The Northeast quarter of the Southwest quarter of the Northeast quarter of Section Four, Township Five, South of Range 67 West, containing about ten acres.

Parcel Two

The West one-half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section Four, Township Five South Range 67 West of the Sixth Principal Meridian, containing about five acres.

And we the said grantors do for ourselves and our heirs, executors and administrators, covenant with the said grantee, his heirs and assigns that at and until the sealing of these presents, we are well seized of the five acre tract described as parcel two as a good and indefeasible estate in fee simple and have good right to bargain and sell same and that said premises is free from all incumbrances whatever, and we will warrant and defend said premises against all lawful claims and demands.

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, so that neither the said Grantor, nor our heirs, nor any other person claiming title through or under us, shall or will hereafter claim or demand any right or title to the premises or any part thereof; but they and every one of them shall by these presents be excluded and Forever Barred.

IN WITNESS WHEREOF, We hereunto set our hands, this 30 day of June in the year of our Lord, One Thousand Nine Hundred and Twenty-two

Signed and acknowledged in presence of
A. C. Holloway
Mary Kohls
B. F. WAY
ELLA WAY

THE STATE OF OHIO)
Summit County SS) Before me, a Notary Public in and for said County, personally appeared B. G. Way and Ella Way who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Akron Ohio this 30 day of June A. D. 1922

(NOTARIAL SEAL) A. C. Holloway, Notary Public

87523
LAND PATENT
United States of America
to
Joel M. Cox.
Filed for record at 2:00
o'clock P.M. March 13, 1923.
Thomas H. Noonon, Recorder.

Denver 07054 and 016315
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 Denver, 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 Joel M. Cox has been established and duly consummated, in conformity to law, for the southeast quarter and the north-east quarter of Section twelve in Township five south of Range fifty-nine 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; reserving, also, to the United States all coal in the lands so granted, and to it, ^{or} persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of March 3, 1909, (35 Stat., 844), as to the southeast quarter of said Section twelve, and of the Act of June 22, 1910, (36 Stat., 583) as to the northeast quarter of said Section twelve.

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 Sixteenth day of March in the year of our Lord one thousand nine hundred and Fourteen and of the Independence of the United States the one hundred and thirty-eighth.

(OFFICIAL SEAL)

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary

L. Q. C. Lamar, Recorder of the General Land Office

RECORDED. Patent Number 292026

87525

WARRANTY DEED

Ben S. Hiatt

to

A. Sullivan

Filed for record at 2:30 o'clock P.M. Mar 13, 1923

Thomas H. Noonon

Recorder.

KNOW ALL MEN BY THESE PRESENTS: THAT Ben S. Hiatt

of the County of Greeley and State of Nebr. for and in consideration of the sum of One(1.00) and other valuable consideration Dollars in hand paid do hereby grant, bargain, sell, convey and confirm unto A. Sullivan of the County of Pierce and State of Nebraska the following described real estate situated in Arapahoe County and State of Colorado, to-wit:

South-East quarter of Section Twenty Eight (28) in Township Four (4) South Range Sixty One (61) west of the 6th P.M.

Subject to a mortgage now of record against said premises in the sum of \$1200, payable to the Eastern Colorado Farm Loan Co. of Denver, Colo. and also all interest now due on said mortgage. Also subject to all taxes now due against said land.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and appurtenances thereunto belonging, unto the said A. Sullivan and to his heirs and assigns forever. And We do hereby covenant with the said Grantee and with ___ heirs and assigns, that ___ lawfully seized of said premises; that they are free from encumbrance except as above stated. that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Ben S. Hiatt hereby relinquishes all rights, title and interest in and to the above described premises.

Signed this 17th day of January A. D. 1923.

In presence of S. T. Grohosky

BEN S. HIATT

P. 2, 50 Rev cancelled J. B. 3/20/1923

P. 2, 50 Rev cancelled B.S.H. 1-17-23

2

FEB 27 1957

Recorded at 8.31 / Book 11 M.
Reception No. 607312

MARJORIE BAGG Recorder.

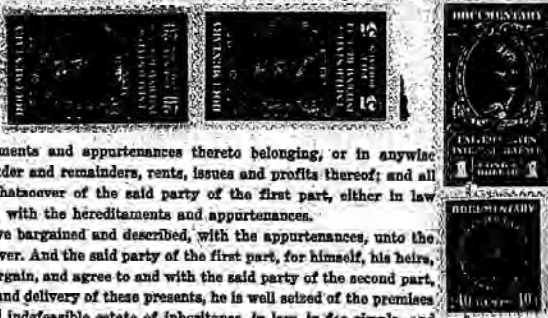
BOOK 1005 PAGE 162

FILING STAMP

THIS DEED, Made this 15th day of February
in the year of our Lord one thousand nine hundred and fifty-seven
between GEORGE R. WEISENSEE, also known as GEORGE ROMAN
WEISENSEE and MARION H. WEISENSEE, his wife
of the County of Arapahoe and State of
Colorado, of the first part, and AKSEL NIELSEN

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

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Ten and no/100 ----- DOLLARS,
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain,
sell, convey and confirm, unto the said party 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 Arapahoe and State of Colorado, to-wit:
All of Section 11, Township 5 South, Range 59 West of the 6th P.M., except all oil,
gas and minerals therein and thereunder, and East one-half of Section 12, Town-
ship 5 South, Range 59 West of the 6th P.M., except all coal and an undivided one-
half interest in all oil, gas and minerals, and subject to an oil and gas lease
on East one-half of said Section 12.



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 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 party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs,
executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part,
his heirs and assigns, that at the time of the enrolling and delivery 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 as
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments and encumbrances of whatever kind or nature soever, except taxes and assessments for
the year 1957 and thereafter; and subject to restrictions, reservations, rights,
rights of way and easements of record,

and the above bargained premises in the quiet and peaceable possession of the said party 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 party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include
the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

George R. Weisensee, also known as (SEAL)
GEORGE R. WEISENSEE, also known as
George Roman Weisensee (SEAL)
GEORGE ROMAN WEISENSEE
Marion H. Weisensee (SEAL)
MARION H. WEISENSEE

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

The foregoing instrument was acknowledged before me this 15th day of February

A. D. 1957, by GEORGE R. WEISENSEE, also known as GEORGE ROMAN WEISENSEE and
MARION H. WEISENSEE, his wife

My commission expires July 28, 1957. Witness my hand and official seal.



Julie G. Clifford
Notary Public.

2

Recorded at 8:32 o'clock A.M. FEB 27 1957
Reception No. 607313 MARJORIE EAGE Recorder

FILING STAMP
BOOK 1005 PAGE 163

THIS DEED, Made this 11th day of February
in the year of our Lord one thousand nine hundred and fifty seven
between
CLARK N. WOODIS,
of the County of Arapahoe and State of
Colorado, of the first part, and AKSEL NIELSEN

of the City and County of Denver and State of Colorado, of the second part:
WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Ten-----DOLLARS,
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain,
sell, convey and confirm, unto the said party 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 Arapahoe and State of Colorado, to-wit:
East 1/2 of Section 2, and West 1/2 of Section 12, All in Township 5 South,
Range 59, West, of the 6th P.M. EXCEPTING AND RESERVING UNTO THE GRANTOR AN
UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS, IN, UNDER,
OR THAT MAY BE PRODUCED FROM 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 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 party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs,
executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part,
his heirs and assigns, that at the time of the sealing and delivery 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 as
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments and encumbrances of whatever kind or nature soever, except taxes for the year 1957
and thereafter, and subject to reservations, restrictions, rights of way, and
easements of record, if any, AND SUBJECT TO OIL AND GAS LEASE OF RECORD

and the above bargained premises in the quiet and peaceable possession of the said party 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 party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include
the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Clark N. Woodis (SEAL)
Clark N. Woodis (SEAL)
(SEAL)

STATE OF COLORADO,
County of ADAMS

The foregoing instrument was acknowledged before me this 15th day of February

A. D. 19 57, by Clark N. Woodis

My commission expires

July 28

, 1957. Witness my hand and official seal.



Zeshe C. Gifford
Notary Public.

No. 932A. WARRANTY DEED.—For Photographic Record.—Bradford-Robinson Ptg. Co., Mrs. Robinson's Legal Blanks, 1334-48 Stout St., Denver, Colorado

THE STATE OF CALIFORNIA

THE STATE OF CALIFORNIA, by and through the undersigned
T. JAMES and ROBERTA JAMES, its duly authorized officers, do hereby
confirm and ratify the transactions referred to as herein
before.

That the said parties and the nature of the business of
the said parties are the same as hereinbefore stated and
as set forth herein.

- 1. That the undersigned do hereby certify that the said
T. JAMES and ROBERTA JAMES are the same as hereinbefore
stated.
- 2. That the undersigned do hereby certify that the said
T. JAMES and ROBERTA JAMES are the same as hereinbefore
stated and that the said T. JAMES and ROBERTA JAMES are
the same as hereinbefore stated.

That the said parties are the same as the following do:
THE STATE OF CALIFORNIA, by and through the undersigned
T. JAMES and ROBERTA JAMES, its duly authorized officers, do hereby
confirm and ratify the transactions referred to as herein
before.

That the said parties are the same as the following do:
THE STATE OF CALIFORNIA, by and through the undersigned
T. JAMES and ROBERTA JAMES, its duly authorized officers, do hereby
confirm and ratify the transactions referred to as herein
before.

That the said parties are the same as the following do:
THE STATE OF CALIFORNIA, by and through the undersigned
T. JAMES and ROBERTA JAMES, its duly authorized officers, do hereby
confirm and ratify the transactions referred to as herein
before.

That the said parties are the same as the following do:
THE STATE OF CALIFORNIA, by and through the undersigned
T. JAMES and ROBERTA JAMES, its duly authorized officers, do hereby
confirm and ratify the transactions referred to as herein
before.

94 ©

as well as under the provisions of this party and the
new general agreement to be made for the party for many, and
as to other data on the basis of the annual party, the following
agreement is made to (renewal of the party) in order to
agreements be made.

1. That the party shall have the right to...
 (a) ...
 (b) ...
2. That the party shall have the right to...
 (a) ...
 (b) ...
 (c) ...
 (d) ...
 (e) ...
 (f) ...
 (g) ...
 (h) ...
 (i) ...
 (j) ...
 (k) ...
 (l) ...
 (m) ...
 (n) ...
 (o) ...
 (p) ...
 (q) ...
 (r) ...
 (s) ...
 (t) ...
 (u) ...
 (v) ...
 (w) ...
 (x) ...
 (y) ...
 (z) ...
3. That the party shall have the right to...
 (a) ...
 (b) ...
 (c) ...
 (d) ...
 (e) ...
 (f) ...
 (g) ...
 (h) ...
 (i) ...
 (j) ...
 (k) ...
 (l) ...
 (m) ...
 (n) ...
 (o) ...
 (p) ...
 (q) ...
 (r) ...
 (s) ...
 (t) ...
 (u) ...
 (v) ...
 (w) ...
 (x) ...
 (y) ...
 (z) ...

3. That the amount of the loan shall not exceed one per cent of the value of the stock owned by the borrower at the time of the loan and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
4. That the proceeds of the loan shall not be used for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
5. That the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
6. That the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
7. That the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
8. That the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
9. That the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.
10. That the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock and the borrower shall not be permitted to use the proceeds of the loan for any purpose other than the purchase of stock of the issuer of the stock.



8. Both parties agree that the terms and conditions of this contract shall be a covenant or covenants running with and against the land and running with and against the reservoir and reservoir rights described herein.
9. It is further agreed that the entire agreement between the parties is contained herein and that there are no other or different agreements to be relied upon. Both parties have been fully apprised by counsel of their respective rights in this matter and agree to be and are firmly bound in the future and forever under the terms of this contract.

THIS agreement shall be binding on the heirs, successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their names this 2nd day of August, A.D., 1970.

Richard Price Jr.

Ethel V. Price
First Parties

Stanley Bixler
Second Party

STATE OF COLORADO)
Arapahoe) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 21st day of Aug, A.D., 1970, by Ethel V. Price and Richard Price, Jr..
WITNESS my hand and official seal.
My commission expires Oct 13, 1972

John E. Franklin
Notary Public

STATE OF COLORADO)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 2nd day of Aug, A.D., 1970, by Stanley Bixler.
WITNESS my hand and official seal.
My commission expires 5/24/71

Robert Gundersen
Notary Public



Recorded at 140 o'clock P. OCT 11 1973
Reception 1385898 MARJORIE PAGE, Recorder

BOOK 2177 PAGE 765

AGREEMENT FOR COVENANTS

THIS AGREEMENT, made and entered into by and between ETHEL V. PRICE and RICHARD PRICE, JR., hereinafter referred to as first parties, and STANLEY BIXLER, hereinafter referred to as second party, WITNESSETH:

THAT the first parties are the owners of the following described water rights located on Deertrail Creek (also known as Muddy Creek) to wit:

1. Noonan Reservoir #2, Arapahoe Co., Colo. dated October 22, 1907, 115,970,000 cubic feet.
2. Enlarged Noonan Reservoir #2 and the J.T. Noonan Seepage Reservoir in Adams and Arapahoe Counties, Colorado, dated March 26, 1912 and May 1, 1912 respectively for 150,047,000 and 7,657,850 cubic feet respectively.

THAT the second party is the owner of the following described lands, situated in Arapahoe County, Colorado, to wit:

Sections 23, 25, and 36, Township 4 South, Range 59 W of the 6th P.M.; Sections 1 and 12, Township 5 S, Range 59 W of the 6th P.M.; Sections 6, 7 and the NE $\frac{1}{4}$ of Section 18, Township 5 S, Range 58 W of the 6th P.M.

THAT Deertrail Creek is the source of supply of the Noonan Decrees and that said creek traverses the lands described and owned by the second party.

THAT over the years the second party and his predecessors in title have placed stock dams, spreader dams and like structures on Deertrail Creek and its tributaries for the purpose of conserving water and using the same to irrigate meadows and have water for livestock.

THAT a dispute has arisen between the first parties and the second party concerning two specific dams, namely a dam located on Section 23, Township 4 S, Range 58 W of the 6th P.M., Arapahoe County, Colorado and a dam located in Section 36, Township 4 S, Range 59 W of the 6th P.M., Arapahoe County, Colorado. Both of said dams traverse Deertrail Creek and their construction and maintenance has been objected to by the first parties, claiming interference with the flow of said Deertrail Creek to the Noonan Reservoir.

In order to settle the disagreement of the parties and to make permanent an agreement as to these two particular dams, and as to other dams on the lands of the second party, the following agreement is made in consideration of the mutual covenants and agreements herein contained.

1. That the second party will not place any new dams or structures across Deertrail Creek on any of the lands owned by him.
2. That the second party will breach the large dam in Section 23, Township 4S, Range 59W of the 6th P.M., by back hoeing a 24" trench through the center of said dike and in the creek bed. If the breach above stated does not effectively breach said dam on out, then and in that event, first parties may request second party to breach the west end of said dike with an additional 24" trench, provided however that said request may not be made after the expiration of three years from date of this agreement and provided further however, that there has been sufficient rainfall to adequately test the effectiveness of said original breach. Adequate rainfall shall be defined as sufficient rain to cause a flow in Deertrail Creek sufficient to cause any one or more of the 18" tubes in the dams mentioned in paragraph 7 to flow at their full capacity.
3. That the second party will breach the large dam located in Section 36, Township 4S, Range 59W of the 6th P.M., in the same manner as described in the foregoing paragraph, and upon the same terms and conditions.

4. That the second party will not change any of the other dams or dikes located on his land, but shall have the right to maintain all of the other dams or dikes in their present condition.
5. Parties of the first part recognize the right of party of the second part to maintain all other dams on his property in as good a condition as they are now and they will make no demands for other or further breaching of said dams described herein or any other dams located upon the property of party of the second part.
6. The breaches proposed to be made in accordance with this agreement shall be made within a reasonable time and in no event longer than three months from the date of this agreement.
7. It is further agreed by and between the parties hereto that all remaining dams shall have 18" tubes in them with the exception of all dams that presently have no tubes. In the event that the dams with tubes are not maintained so that the tubes properly allow the flow of water through them, then the parties of the first part shall have the right to clear said tubes or in the event said tubes have collapsed party of the second part will replace said tubes to allow the flow of water retained by said dams; provided however, that if the parties of the first part shall first give party of the second part written notice of the condition of said dam or dams and sufficient time, to wit: three months, in which to rectify any said defect, then, upon failure of party of the second part to so rectify said dam or dams, parties of the first part may replace tubes at the expense of the party of the second part.

- 8. Both parties agree that the terms and conditions of this contract shall be a covenant or covenants running with and against the land and running with and against the reservoir and reservoir rights described herein.
- 9. It is further agreed that the entire agreement between the parties is contained herein and that there are no other or different agreements to be relied upon. Both parties have been fully apprised by counsel of their respective rights in this matter and agree to be and are firmly bound in the future and forever under the terms of this contract.

THIS agreement shall be binding on the heirs, successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their names this ^{2nd} ~~31st~~ day of ^{October, 1970} ~~August~~, A.D., 1970.

Richard Price Jr.

Ethel V. Price
First Parties

Stanley Bixler
Second Party

STATE OF COLORADO)
) Arapahoe) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 31st day of Aug A.D., 1970, by Ethel V. Price and Richard Price, Jr.
WITNESS my hand and official seal.
My commission expires Oct 13, 1971

John E. Franklin
Notary Public

STATE OF COLORADO)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 2nd day of October, A.D., 1970, by Stanley S. Bixler.
WITNESS my hand and official seal.
My commission expires 12/31

Harold S. [Signature]
Notary Public



nr

ASTRELLA LAW PC
 1801 BROADWAY STE 1600
 DENVER, CO 80202

QUITCLAIM MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ritchey Land & Cattle Inc., a Colorado corporation, 13821 Sable Boulevard, Brighton, Colorado 80601, (hereinafter referred to as "Grantor") does hereby transfer, release, remise and quitclaim all of Grantor's right, title, and interest in and to the oil, gas, and other minerals in and under and that may be produced from the lands in Arapahoe County, Colorado, described in Exhibit A attached hereto and incorporated herein by this reference, in the percentages as set forth below:

50% of Grantor's interest to R&R Minerals LLC, a Colorado limited liability company, whose address is 24589 CR 38, LaSalle, Colorado 80645.

50% of Grantor's interest to R7 Minerals, LLC, a Colorado limited liability company, whose address is 14211 WCR 22, Fort Lupton, Colorado 80621.

It is the intention of the parties that this quitclaim mineral deed cover and include, but not by way of limitation, all mineral interests, executive rights, bonus, delay rentals, shut in gas royalties, oil and gas leasehold interests, royalty interests, overriding royalty interests, production payments, and any and all other interests of any kind or nature whatsoever in the mineral estate in any of the lands described in Exhibit A hereto effective as of the date set forth below.

IN WITNESS WHEREOF, Grantor has hereunto caused its signature to be affixed this 9th day of April, 2021.

RITCHEY LAND & CATTLE INC., a Colorado corporation

By: *[Signature]*
 Name: CRAIG RITCHEY
 Title: PRESIDENT

STATE OF COLORADO)
)ss.
 COUNTY OF DENVER)

The foregoing Quitclaim Mineral Deed was acknowledged before me this 9th day of April 2021, by CRAIG RITCHEY as PRESIDENT of Ritchey Land & Cattle Inc., a Colorado corporation.

Witness my hand and official seal.

[Signature]
 Notary Public

My commission expires: 3-19-22

Jody Fournier
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20144011927
 MY COMMISSION EXPIRES March 19, 2022

EXHIBIT A
To Quitclaim Mineral Deed
from
Ritchey Land & Cattle Inc.
to
R&R Minerals, LLC, and R7 Minerals, LLC

The following lands in Arapahoe County, Colorado:

Township 5 South, Range 59 West of the 6th P.M.

Section 2: E/2

Section 12: All

Township 5 South, Range 58 West of the 6th P.M.

Section 18: NE/4

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Lynn Vance Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2052 Fax: 866-828-0844 Main Phone: 970-330-4522 Email: LVance@heritagetco.com	Escrow Officer: Antoinette Alirez Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2058 Main Phone: (970)330-4522 Email: aalirez@heritagetco.com

Order Number: 459-HS0809536-414**Property Address: None shown, Deer Trail, CO 80105****SCHEDULE A**

1. Commitment Date: October 25, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Contracted Purchaser or Designee
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
[RITCHEY LAND & CATTLE CO., INC., a Colorado corporation](#)
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$579.00
Tax Certificate	\$13.50

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

The E 1/2 of Section 2, Township 5 South, Range 59 West of the 6th P.M., County of Arapahoe, State of Colorado

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Clark N. Woods
Recording Date: February 27, 1957
Recording No.: [Book 1005 at Page 163](#)

9. Terms, conditions, provisions, agreements and obligations contained in the Easement Contract as set forth below:

Recording Date: May 23, 1974
Recording No: [Book 2240 at Page 779](#)

and Supplement Agreements recorded December 28, 1998 at Reception No. [A8212975](#) and January 7, 1999 at Reception No. [A9003689](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

10. All matters shown on the Colorado Land Survey Monument Records recorded May 23, 1975 at Reception No. [1485633](#) and Reception No. [1485634](#)
11. Terms, conditions, provisions, agreements and obligations contained in the Assignment and Assumption Agreement as set forth below:

Recording Date: May 24, 2000
Recording No: [B0062085](#)
12. Terms, conditions, provisions, agreements and obligations contained in the License Agreement as set forth below:

Recording Date: May 24, 2000
Recording No: [B0062086](#)
13. Undivided Grantor's interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: R&R Minerals LLC and R7 Minerals, LLC
Recording Date: April 16, 2021
Recording No.: [E1063286](#)

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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2

Recorded at 8:32 o'clock A.M. FEB 27 1957
Reception No. 607313 MARJORIE EAGE Recorder

FILING STAMP
BOOK 1005 PAGE 163

THIS DEED, Made this 11th day of February
in the year of our Lord one thousand nine hundred and fifty seven
between
CLARK N. WOODIS,
of the County of Arapahoe and State of
Colorado, of the first part, and AKSEL NIELSEN

of the City and County of Denver and State of Colorado, of the second part:
WITNESSETH, That the said party of the first part, for and in consideration of the sum of

Ten-----DOLLARS,
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain,
sell, convey and confirm, unto the said party 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 Arapahoe and State of Colorado, to-wit:
East 1/2 of Section 2, and West 1/2 of Section 12, All in Township 5 South,
Range 59, West, of the 6th P.M. EXCEPTING AND RESERVING UNTO THE GRANTOR AN
UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS, IN, UNDER,
OR THAT MAY BE PRODUCED FROM 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 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 party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs,
executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part,
his heirs and assigns, that at the time of the sealing and delivery 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 as
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments and encumbrances of whatever kind or nature soever, except taxes for the year 1957
and thereafter, and subject to reservations, restrictions, rights of way, and
easements of record, if any, AND SUBJECT TO OIL AND GAS LEASE OF RECORD

and the above bargained premises in the quiet and peaceable possession of the said party 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 party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include
the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Clark N. Woodis (SEAL)
Clark N. Woodis (SEAL)
(SEAL)

STATE OF COLORADO,
County of ADAMS

The foregoing instrument was acknowledged before me this 15th day of February

A. D. 19 57, by Clark N. Woodis

My commission expires

July 28

, 1957. Witness my hand and official seal.



Zeshe C. Gifford
Notary Public.

No. 932A. WARRANTY DEED.—For Photographic Record.—Bradford-Robinson Ptg. Co., Mrs. Robinson's Legal Blanks, 1334-48 Stout St., Denver, Colorado

EASEMENT CONTRACT

Recorded at 202 o'clock P. M. MAY 23 1974
Location 1424779 MARJORIE PAGE, Recorder

BOOK 2240 PAGE 779

FOR AND IN CONSIDERATION OF THE SUM OF Nine Hundred Eighty-five DOLLARS (\$ 985.00), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants to AMOCO PIPELINE COMPANY, a

Maine corporation, its successors and assigns, herein called Grantee, an easement for the purpose from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a pipeline or pipelines for the transportation of oil, gas, water, any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over, and through the following described land located in Arapahoe County, State of Colorado, to wit:

Located in Section 1, Township 5 South, Range 59 West of the 6th P. M.; East half (E½) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P. M.

Centerline and boundaries of easement being more particularly described in plat attached hereto and made a part hereof as Attachments No. 1 and No. 2.

~~SECTION~~ ~~TOWNSHIP~~ ~~RANGE~~
together with the right of ingress and egress to and from said pipeline or pipelines, or any of them, on, over, and across said land and adjacent land of Grantor with the further right to maintain the easement herein granted clear of trees, undergrowth, and brush to the extent Grantee deems necessary to the exercise of the rights granted herein.

Grantor shall be paid an additional consideration calculated on the basis of \$3.00 per lineal rod for ~~each~~ ^{one} pipeline constructed ~~from time to time~~ under this grant ~~and construction of the pipeline~~. It is agreed that all of said pipelines shall be located within a strip of land fifty (50) feet in width, the center line of which shall be the center line of the ~~first~~ pipeline hereafter installed by Grantee on, over, and through said lands.

Grantor shall have the right to use and enjoy the above described premises; provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or other structure over or on said easement. Grantee agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted; provided, however, that after the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them.

Any pipeline or pipelines constructed under this grant across lands under cultivation shall be buried to such a depth as will not interfere with ordinary cultivation at the time of construction.

The terms, conditions, and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, so long as said easement is used for the purposes granted herein.

Grantee agrees not to use any land outside the granted easement for any purpose.

Grantor shall have the right to build structures on the easement, but not closer than 15 feet from the centerline of said easement. Grantee agrees to reseed the right of way after construction.

IN WITNESS WHEREOF, Grantor has executed this instrument this 28th day of

March, 19 74.

Signed, sealed, and delivered in the presence of:

Stanley Bixler
Stanley Bixler (Seal)

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

THE STATE OF Colorado
COUNTY OF Morgan } ss

BOOK 2240 PAGE 780

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Stanley Butler and _____ known to me to be the person _____ who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4th day of April, A.D. 1974.

My commission expires:

7/11/76

Barbara Fries
Barbara Fries Notary Public

ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____ } ss

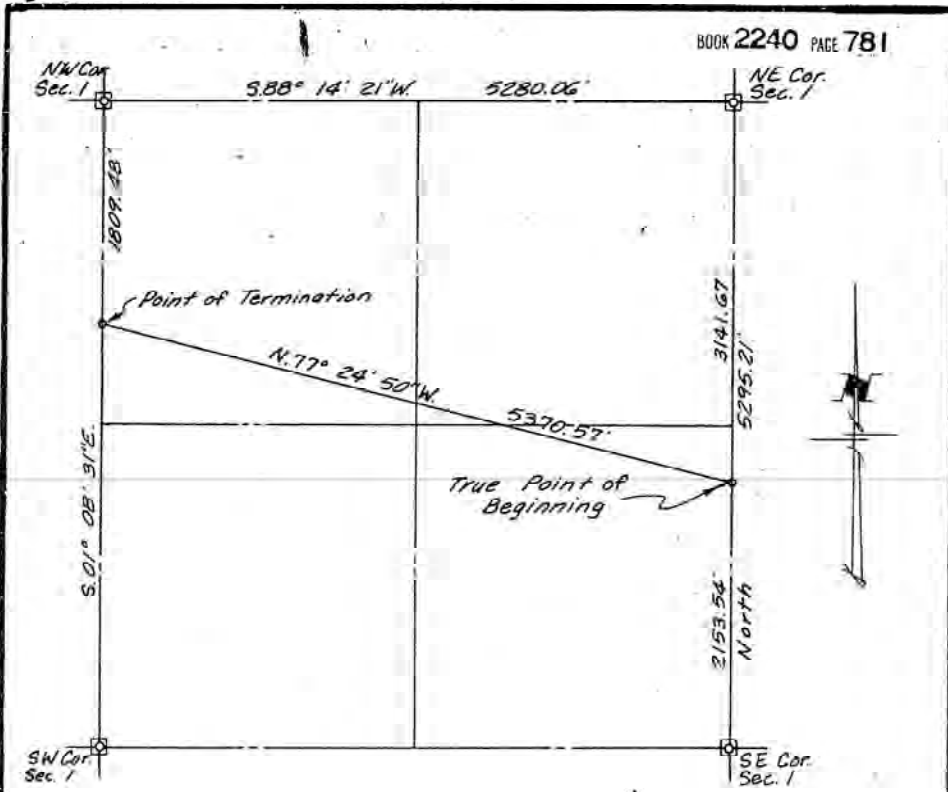
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ known to me to be the person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19____.

My commission expires:

Notary Public

Series _____
Line No. _____
FROM _____
TO _____
Line _____



SECTION 1 TOWNSHIP 5 S. RANGE 59 W.

ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION

A FIFTY FOOT (50') PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEY OF CENTERLINE:
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 59 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN ARAPAHOE COUNTY, COLORADO AND CONSIDERING THE EAST LINE OF SAID SECTION 1 TO BEAR NORTH WITH ALL OTHER BEARINGS HEREIN BEING RELATIVE THERETO:
 THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1, 2153.54 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 77° 24' 50" WEST, 5370.57 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 1, SAID POINT BEING THE POINT OF TERMINATION;
 SAID EASEMENT IS 5370.57 LINEAL FEET, MORE OR LESS;
 SAID EASEMENT CONTAINS 6.16 ACRES, MORE OR LESS;

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY, UNDER MY PERSONAL SUPERVISION, THIS PLAT AND LEGAL DESCRIPTION WERE PREPARED ON MARCH 25, 1974.

Gerald F. Worrall
 GERALD F. WORRALL,
 REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 9857



AMOCO PIPELINE COMPANY

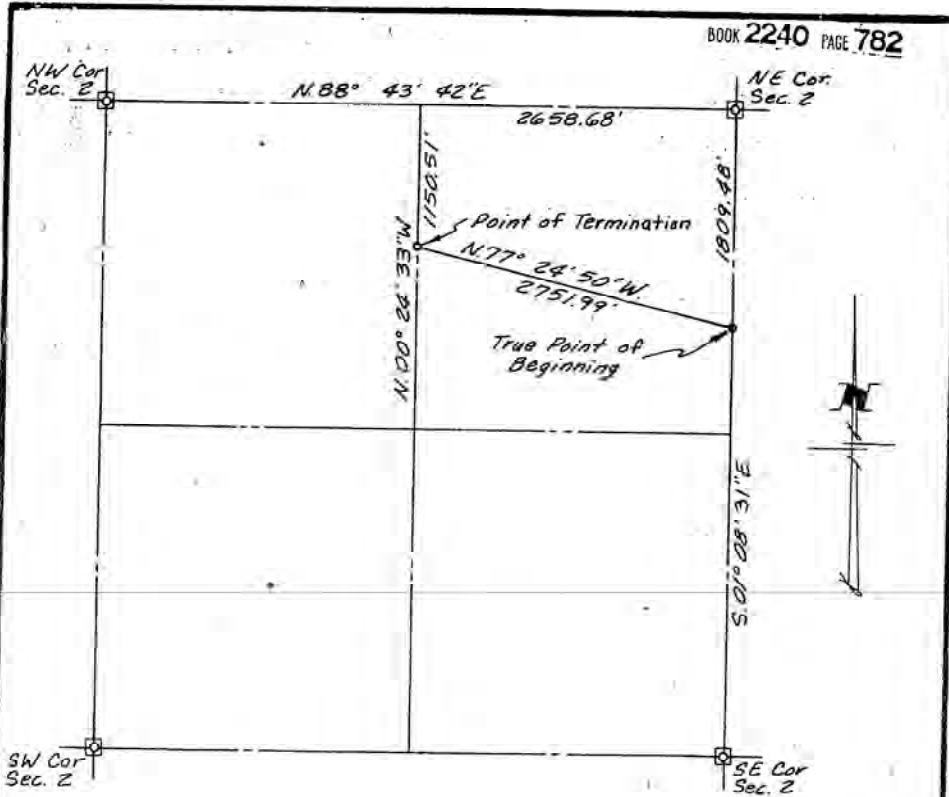
WATTENBERG - BUSHTON 6 INCH PIPE LINE

DATE: 3-26-74 SCALE: 1"=1000'
 DRAWN: N.S. NHPQ-4000
 CHECKED: MEW APPROPRIATION NUMBER
 APPROVED: MEW A 90097

NELSON, HALEY, PATTERSON, & QUIRK, INC.
 GREELEY, GRAND JUNCTION, DENVER, COLORADO

PROJECT NO.
74-1-SUR-0105

ATTACHMENT No. 1



SECTION 2 TOWNSHIP 5S RANGE 59W

ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION

A FIFTY FOOT (50') PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEY OF CENTERLINE:
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 59 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN ARAPAHOE, COLORADO AND CONSIDERING THE EAST LINE OF SAID SECTION 2 TO BEAR SOUTH 01° 08' 31" EAST WITH ALL OTHER BEARINGS HEREIN BEING RELATIVE THERETO:
 THENCE SOUTH 01° 08' 31" EAST ALONG THE EAST LINE OF SAID SECTION 2, 1809.48 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 77° 24' 50" WEST, 2751.99 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (E1/2) OF SAID SECTION 2, SAID POINT BEING THE POINT OF TERMINATION;
 SAID EASEMENT IS 2751.99 LINEAL FEET, MORE OR LESS.
 SAID EASEMENT CONTAINS 3.16 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY, UNDER MY PERSONAL SUPERVISION THIS PLAN AND LEGAL DESCRIPTION WERE PREPARED ON MARCH 25, 1974.

Gerald F. Worrall
 GERALD F. WORRALL,
 REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 9857



AMOCO PIPELINE COMPANY

WATTENBERG - BUSHTON 6 INCH PIPE LINE

DATE: 3/26/74	SCALE: 1"=1000'
DRAWN: J.S.	NHPD #4000
CHECKED: MEW	APPROPRIATION NUMBER
APPROVED: MEW	A 90097

NELSON, HALEY, PATTERSON, & QUIRK, INC.
 BREELEY, GRAND JUNCTION, DENVER, COLORADO

PROJECT NO.
 7415UR0105

ATTACHMENT No. 2

RETURN RECORDED DOCUMENTS TO:
Williams Communications, Inc.
9250 E. Costilla Ave., Suite 650
Englewood, CO 80112

AB212975
12/28/98 16:20:42
PG: 0001-007
36.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

36⁰⁰

SUPPLEMENTAL AGREEMENT

TRACT NO. CO-AR-013

THIS SUPPLEMENTAL AGREEMENT, made this 21st day of December, 1998, between Ritchey Land & Cattle CO., Inc., a corporation organized & existing under the laws of the State of Colorado, of _____, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma ("Grantee").

WHEREAS, by Easement contract dated the 28th day of March, 1974, and recorded in Littleton, County of Arapahoe, State of Colorado, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Arapahoe County, State of Colorado, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee's predecessor in interest partially assigned certain interests in and to a portion of Right-of-Way and perpetual easement to Grantee, said portion being more particularly described on the attached EXHIBIT "B" and hereafter referred to as the "Williams Right-of-Way"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof acknowledged it is agreed by and between the parties hereto that the original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee the right to construct, maintain, inspect, operate, protect, repair, replace, or remove underground communications systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space within the defined fifty (50') foot permanent easement as may be reasonably necessary, such temporary workspace to be restricted to the area of the permanent easement as set forth in Exhibits "A" and "B".

Except as herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

All installations except line markers will be underground. The facilities will be buried to a depth of not less than forty-eight (48") inches measured from the top of the facilities to the average level of the original ground on each side thereof.

TRACT NO. CO-AR-013

E. B. R

2-7

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.

Grantee agrees that as soon as practicably possible, and subsequent to the installation of the underground communications facilities, to provide to Grantor an "As-Built Survey Plat" that will locate and depict said facilities.

The term of this easement shall be for as long as said communication system is operated and/or maintained. If said communication system is not so operated and/or maintained by Grantee or its successors or assigns for a period of seven (7) years, the easement interest in the lands covered by this Easement shall be deemed abandoned and shall automatically revert to the Grantor or then owner of said lands and shall merge with Grantor's fee ownership. In the case of such abandonment of the Easement, Grantee hereby agrees, if so requested, to execute an instrument in recordable form evidencing such abandonment and revert to Grantor.

Grantee shall cause reasonable payment to be made to Grantor for actual damages caused by or resulting from the initial installation, maintenance, inspection, repair, replacement, or removal of said underground communications facilities.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions, and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or part. GRANTOR represents that the above-described premise is rented to Non-Applicable, whose tenancy expires Non-Applicable.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESSES:

Loni J Davis

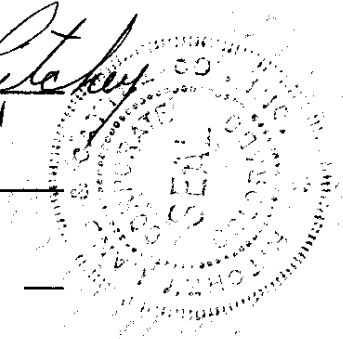
GRANTOR(S):

Ritchey Land & Cattle CO. Inc.

By: Eugene B. Ritchey
EUGENE B. RITCHEY

Its: President

Taxpayer Identification Number



GRANTEE:

WILLIAMS COMMUNICATIONS, INC.

Amber Reeves

Amber Reeves

TRACT NO. CO-AR-013

ACKNOWLEDGMENT(S)

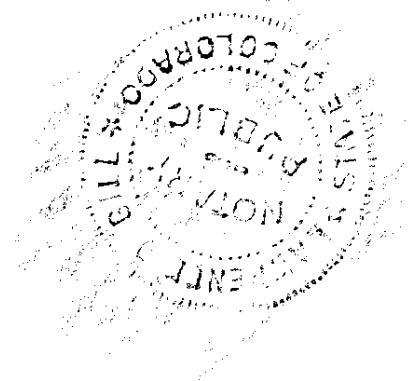
3-7

STATE OF COLORADO)
) §
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 22 day of DEC, A.D. 1998 by EUGENE B. RITCHEY as PRESIDENT of RITCHEY LAND & CATTLE CO., INC. corporation, on behalf of the corporation.

Lawrence Gail
Notary Public

My Commission expires: MAY 24, 2002



STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 19____ by _____ as _____ of _____ corporation, on behalf of the corporation.

Notary Public

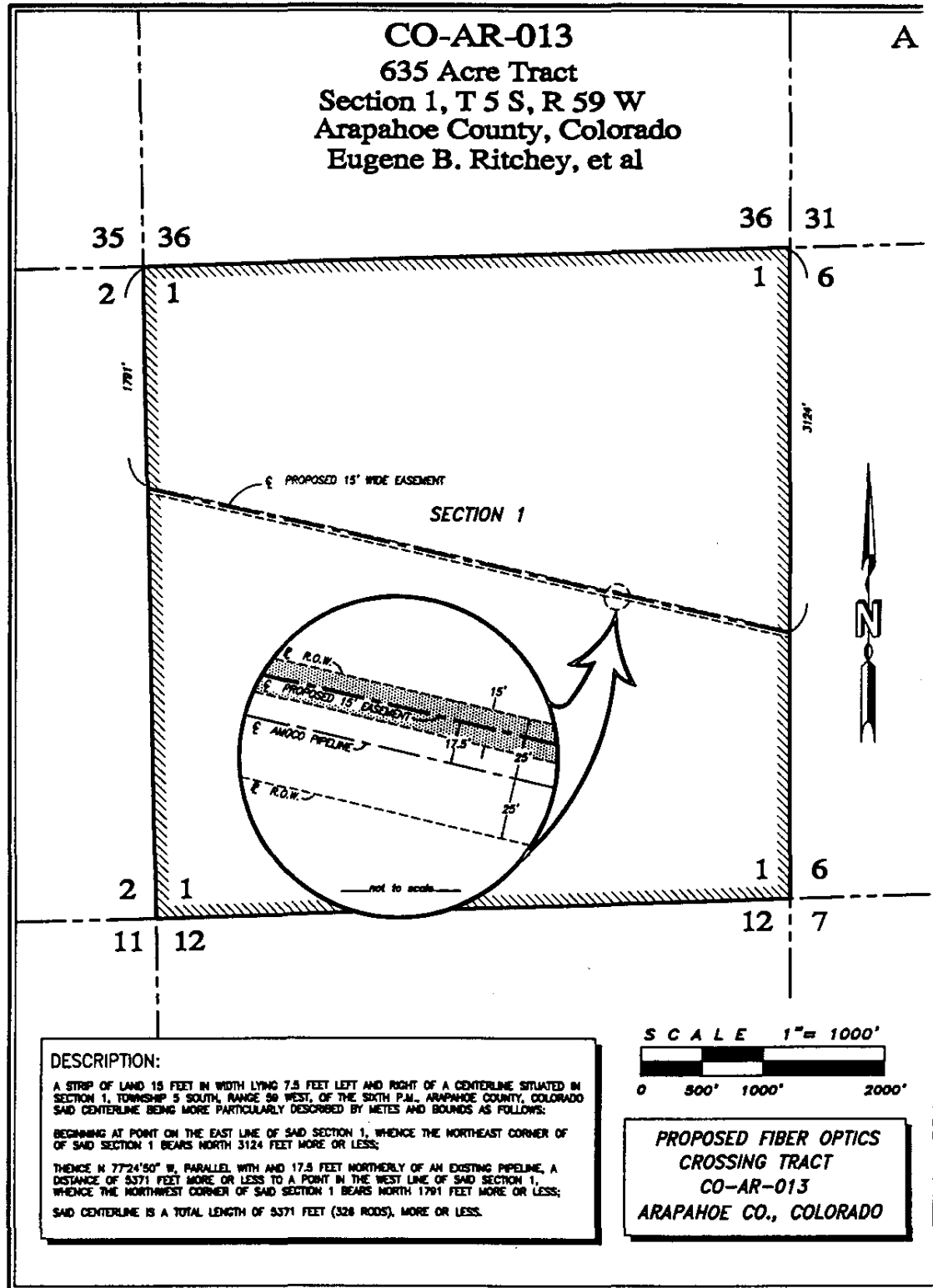
My Commission expires: _____

Notary Public

My Commission expires: _____

47


EXHIBIT "A"



PROJECT NUMBER: 3041180A.DWG	PREPARED FOR:
REVISIONS:	DATE:

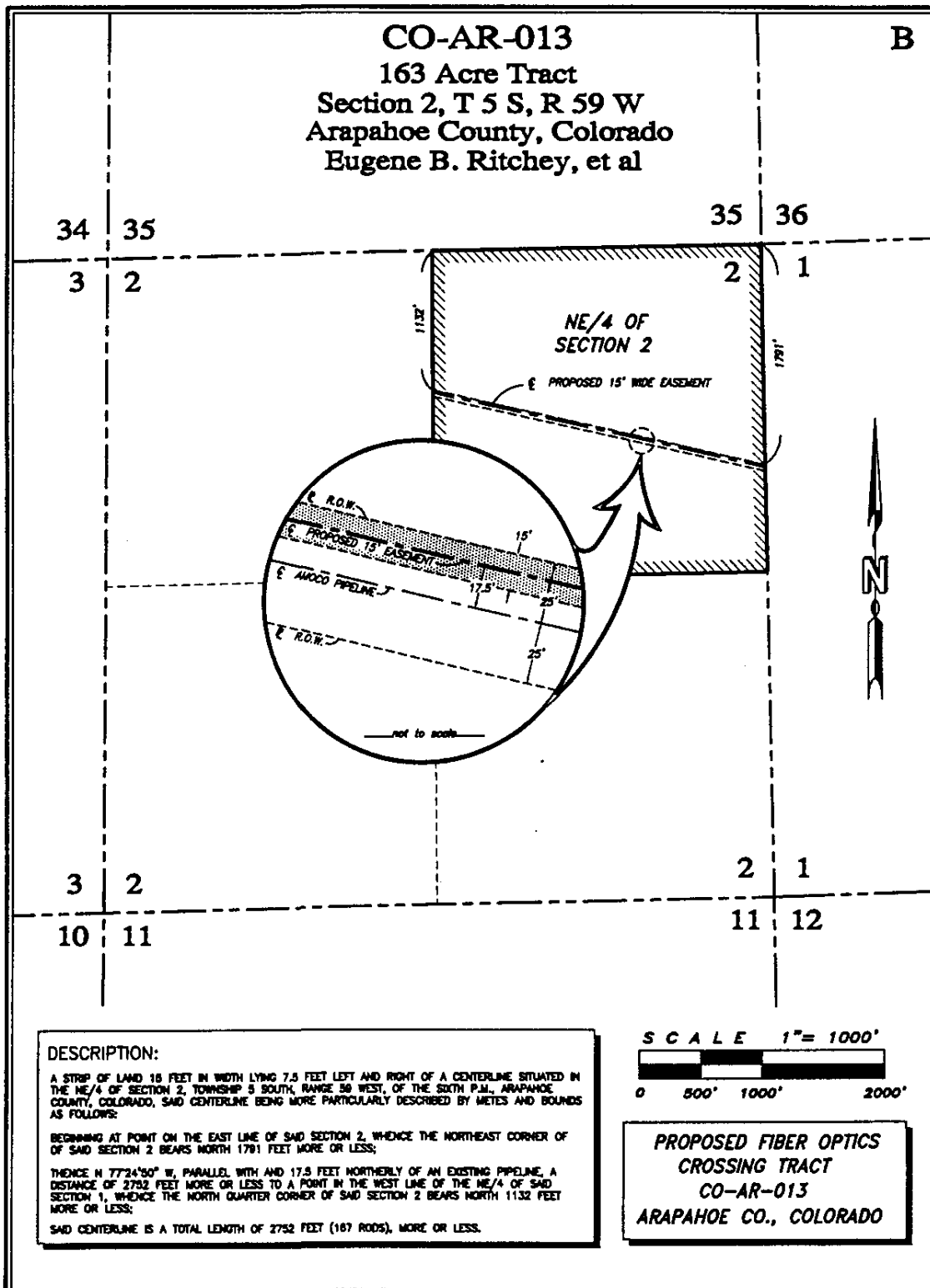
Williams
 COMMUNICATIONS GROUP
 Network Services

PREPARED BY:



**GRESHAM &
 ASSOCIATES, INC.**
 SURVEYING & MAPPING

7180 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone: (806) 358-8948 Fax: (806) 358-8717



PROJECT NUMBER:	3541106LDWG	PREPARED FOR:	
REVISION:	DATE:		

Williams
 COMMUNICATIONS GROUP
 Network Services

GRESHAM & ASSOCIATES, INC.
 SURVEYING & MAPPING

7100 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone: (806) 359-9648 Fax: (806) 359-9717

EXHIBIT "C"

Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M., Arapahoe County, Colorado.

7-7

EXHIBIT "D"

Amoco Pipeline company has assigned to Williams Communications, Inc. for its use the most northerly 15 feet of its existing easement.

RETURN RECORDED DOCUMENTS TO:
Williams Communications, Inc.
9250 E. Costilla Ave., Suite 650
Englewood, CO 80112

A9003689
1/07/99 15:47:52
PG: 0001-007
36.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

00

SUPPLEMENTAL AGREEMENT

TRACT NO. CO-AR-013

THIS SUPPLEMENTAL AGREEMENT, made this 21st day of December, 1998, between Ritchey Land & Cattle CO., Inc., a corporation organized & existing under the laws of the State of Colorado, of _____, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma ("Grantee").

WHEREAS, by Easement contract dated the 28th day of March, 1974, and recorded in Littleton, County of Arapahoe, State of Colorado, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Arapahoe County, State of Colorado, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee's predecessor in interest partially assigned certain interests in and to a portion of Right-of-Way and perpetual easement to Grantee, said portion being more particularly described on the attached EXHIBIT "B" and hereafter referred to as the "Williams Right-of-Way"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof acknowledged it is agreed by and between the parties hereto that the original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee the right to construct, maintain, inspect, operate, protect, repair, replace, or remove underground communications systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space within the defined fifty (50') foot permanent easement as may be reasonably necessary, such temporary workspace to be restricted to the area of the permanent easement as set forth in Exhibits "A" and "B".

Except as herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

All installations except line markers will be underground. The facilities will be buried to a depth of not less than forty-eight (48") inches measured from the top of the facilities to the average level of the original ground on each side thereof.

TRACT NO. CO-AR-013

E. B. R.

2/1

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.

Grantee agrees that as soon as practicably possible, and subsequent to the installation of the underground communications facilities, to provide to Grantor an "As-Built Survey Plat" that will locate and depict said facilities.

The term of this easement shall be for as long as said communication system is operated and/or maintained. If said communication system is not so operated and/or maintained by Grantee or its successors or assigns for a period of seven (7) years, the easement interest in the lands covered by this Easement shall be deemed abandoned and shall automatically revert to the Grantor or then owner of said lands and shall merge with Grantor's fee ownership. In the case of such abandonment of the Easement, Grantee hereby agrees, if so requested, to execute an instrument in recordable form evidencing such abandonment and revert to Grantor.

Grantee shall cause reasonable payment to be made to Grantor for actual damages caused by or resulting from the initial installation, maintenance, inspection, repair, replacement, or removal of said underground communications facilities.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions, and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or part. GRANTOR represents that the above-described premise is rented to Non-Applicable, whose tenancy expires Non-Applicable.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESSES:

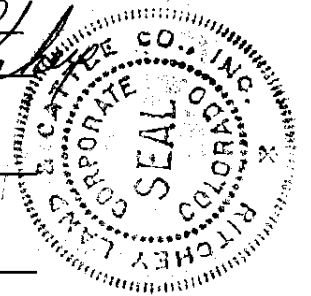
Loni J Davis

GRANTOR(S):

Ritchey Land & Cattle CO. Inc.

By: Eugene B. Ritchey
EUGENE B RITCHEY

Its: President
PRESIDENT



GRANTEE:

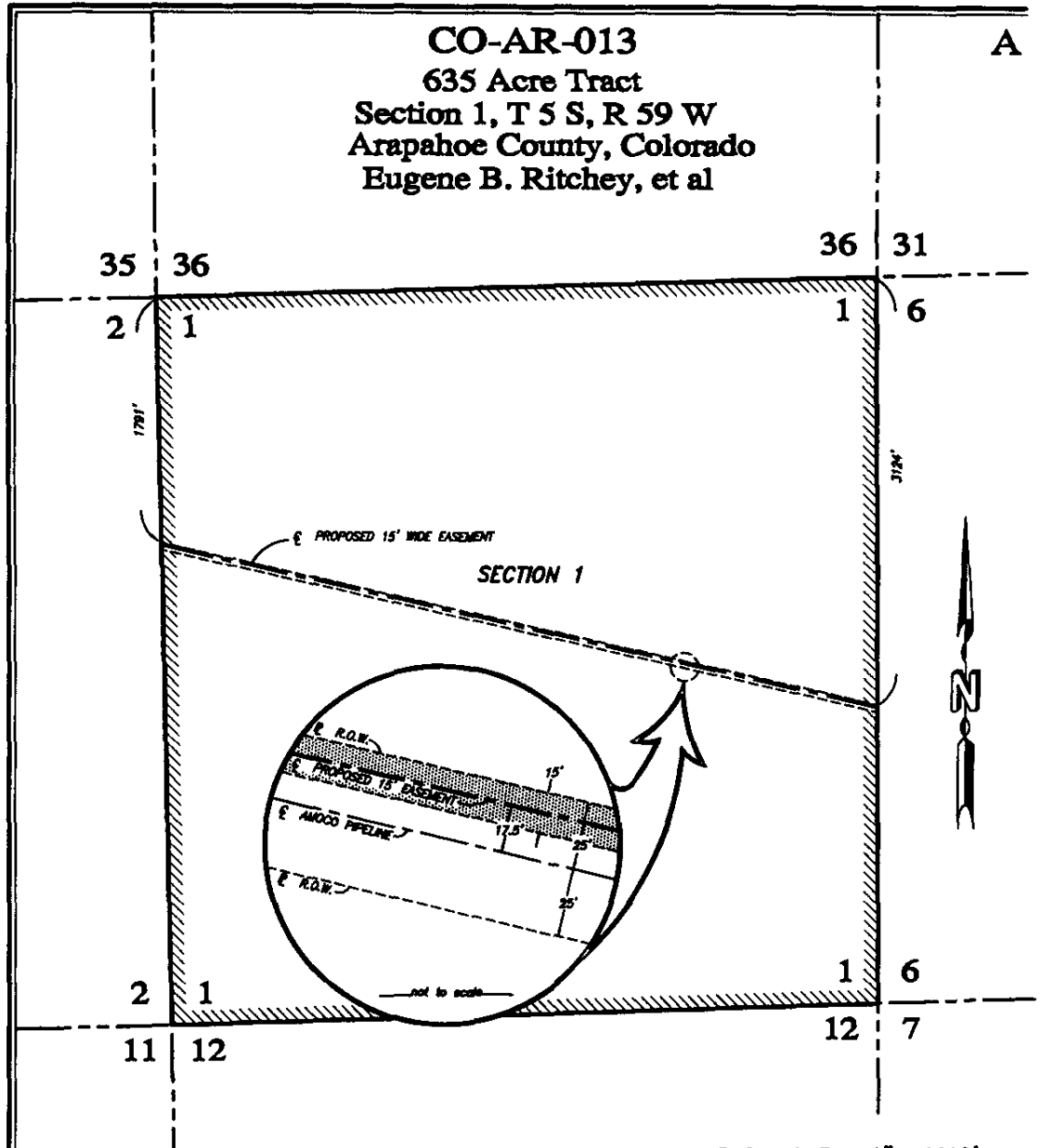
WILLIAMS COMMUNICATIONS, INC.

Amber Reeves

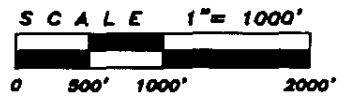
Amber Reeves

EXHIBIT "A"

4/7



DESCRIPTION:
 A STRIP OF LAND 15 FEET IN WIDTH LYING 7.5 FEET LEFT AND RIGHT OF A CENTERLINE SITUATED IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 59 WEST, OF THE SIXTH P.M., ARAPAHOE COUNTY, COLORADO SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 BEGINNING AT POINT ON THE EAST LINE OF SAID SECTION 1, WHENCE THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 3124 FEET MORE OR LESS;
 THENCE N 77°24'50" W, PARALLEL WITH AND 17.5 FEET NORTHERLY OF AN EXISTING PIPELINE, A DISTANCE OF 5371 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 1, WHENCE THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 1791 FEET MORE OR LESS; SAID CENTERLINE IS A TOTAL LENGTH OF 5371 FEET (326 RODS), MORE OR LESS.



**PROPOSED FIBER OPTICS
 CROSSING TRACT
 CO-AR-013
 ARAPAHOE CO., COLORADO**

PROJECT NUMBER: 3561198A200	PREPARED FOR:
REVISIONS:	DATE:

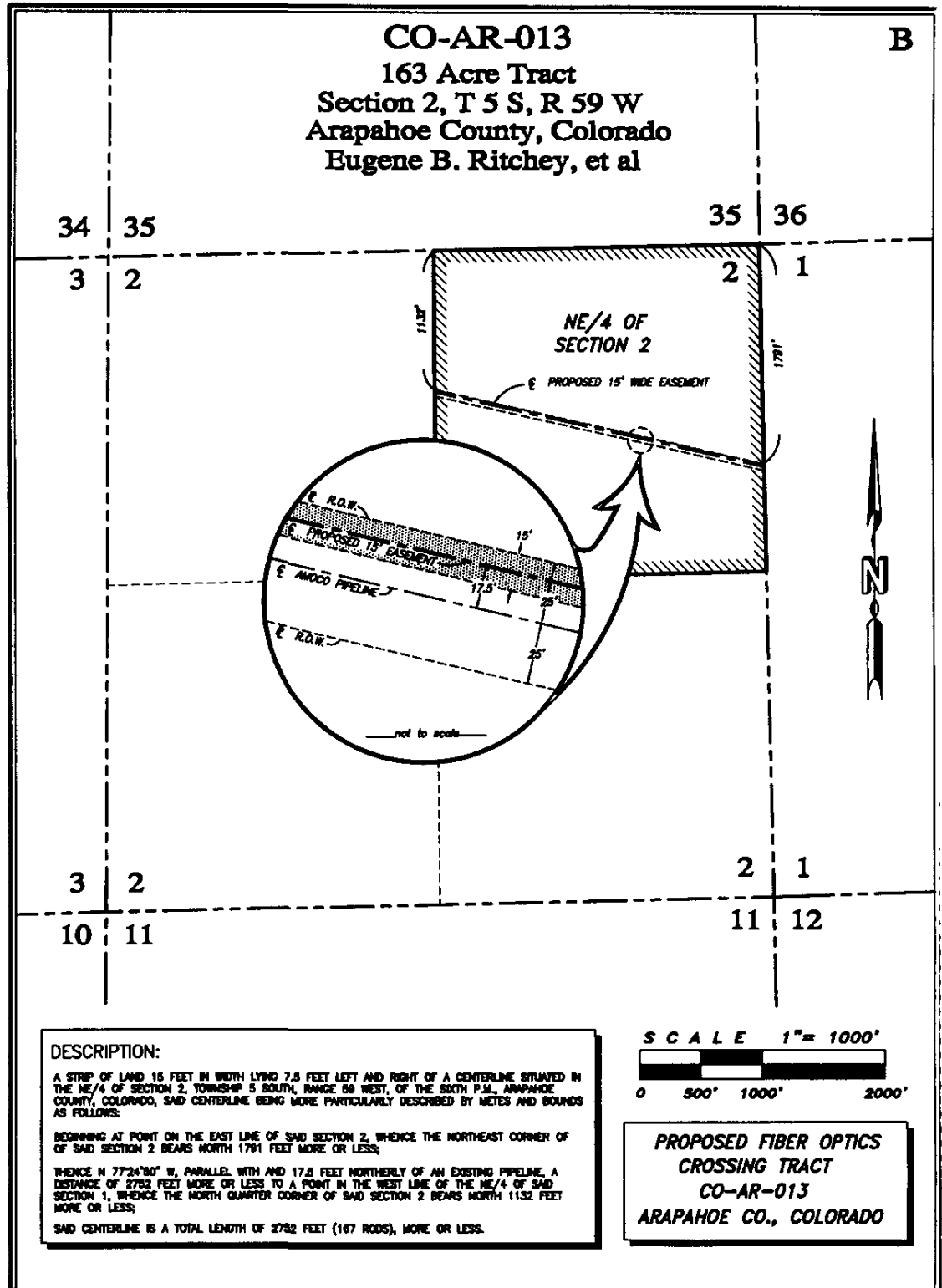
Williams
 COMMUNICATIONS GROUP
 Network Services

GRESHAM & ASSOCIATES, INC.
 SURVEYING & MAPPING

7100 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone (806) 369-0000 Fax (806) 369-0717

5/7

EXHIBIT "B"



PROJECT NUMBER: 3541108L.DWG	PREPARED FOR:
REVISION:	DATE:

Williams
COMMUNICATIONS GROUP
Network Services

GRESHAM & ASSOCIATES, INC.
SURVEYING & MAPPING

7100 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone: (806) 358-0648 Fax: (806) 358-0717

EXHIBIT "C"

6/7

Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M., Arapahoe County, Colorado.

7/7

EXHIBIT "D"

Amoco Pipeline company has assigned to Williams Communications, Inc. for its use the most northerly 15 feet of its existing easement.

COLORADO LAND SURVEY MONUMENT RECORD
REPORT ONE MONUMENT ONLY ON THIS FORM

All items to be filled in by the Land Surveyor using black ink or typewriter. (Except)*

1. TYPE OF MONUMENT (Check one) Section Corner Bench mark
 Quarter Corner Other _____

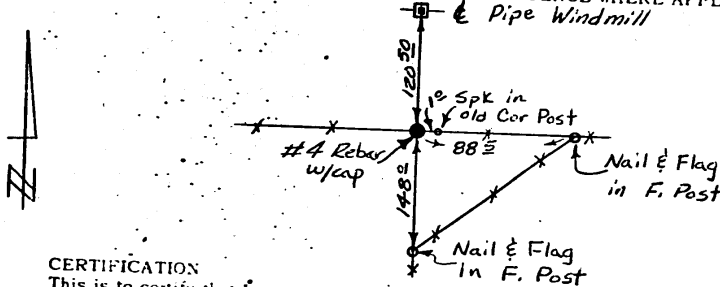
2. DESCRIPTION OF EVIDENCE FOUND, AND ORIGINAL RECORD CALL, IF KNOWN

3. DESCRIPTION OF MONUMENT AND/OR ACCESSORIES ESTABLISHED BY YOU TO PERPETUATE THE LOCATION OF THIS POINT. GIVE YOUR ESTIMATE OF POSITIONAL TOLERANCE IF NOT ORIGINAL, UNDISTURBED MONUMENT.

Date of Field Work 3-19-74

Set #4 Rebar w/cap

4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT AND REFERENCE POINTS. SHOW SUPPORTING AND/OR CONTRADICTIONARY EVIDENCE WHERE APPLICABLE.



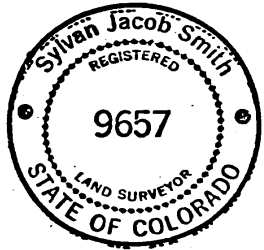
5. CERTIFICATION
This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

Surveyor's Seal

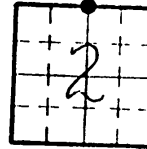
Signature Sylvan J. Smith

Reg. No. 9657

Date 9-25-74



LOCATION DIAGRAM



(Do not fill in) Accepted for Filing 1485633

State Board of Registration for Professional Engineers and Land Surveyors:
 By Kathleen A. Taylor
 Date February 12, 1975

RECEIVED AT OFFICE OF THE COUNTY CLERK,
 _____ COUNTY

By Marjorie Mayhew
 Date MAY 23 1975

Record to be filed by Index Reference Number, numerically, then alphabetically, under appropriate Township, Range, and Meridian.

SCALE 1" = 1 Mile
● = Location of Monument

1. SEC. 2, T 55, R 59W, 6 P.M. 19-2
2. COUNTY Apache INDEX REF. NO. 19-2
- COUNTY _____ INDEX REF. NO. _____

COLORADO LAND SURVEY MONUMENT RECORD
REPORT ONE MONUMENT ONLY ON THIS FORM

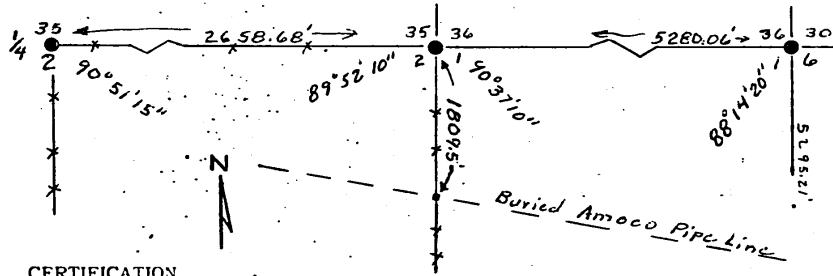
All items to be filled in by the Land Surveyor using black ink or typewriter. (Except)*

1. TYPE OF MONUMENT (Check one)
- Section Corner Bench mark
 Quarter Corner Other _____

2. DESCRIPTION OF EVIDENCE FOUND, AND ORIGINAL RECORD CALL, IF KNOWN
Found Fe. Corner Post Rotted off below ground.

3. DESCRIPTION OF MONUMENT AND/OR ACCESSORIES ESTABLISHED BY YOU TO PERPETUATE THE LOCATION OF THIS POINT. GIVE YOUR ESTIMATE OF POSITIONAL TOLERANCE IF NOT ORIGINAL, UNDISTURBED MONUMENT.
 Date of Field Work March 19, 1974
Set # 4 Rebar and Survey Cap # 2682 and 2" x 2" x 4' stake.

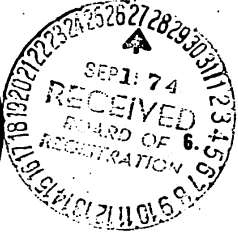
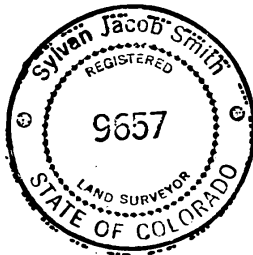
4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT AND REFERENCE POINTS. SHOW SUPPORTING AND/OR CONTRADICTORY EVIDENCE WHERE APPLICABLE.



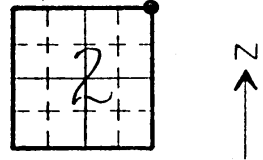
5. CERTIFICATION
 This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

Surveyor's Seal

Signature *Sylvan J. Smith*
 Reg. No. 9657
 Date 9-25-74



LOCATION DIAGRAM



*(Do not fill in) **1485634**
 Accepted for Filing

State Board of Registration for Professional Engineers and Land Surveyors:
 By *Kathleen A. Taylor*
 Date 2-10-75

RECEIVED AT OFFICE OF THE COUNTY CLERK,
 ARAPAHOE COUNTY

By *Marjorie Page*
 Date MAY 23 1975

Record to be filed by Index Reference Number, numerically, then alphabetically, under appropriate Township, Range, and Meridian.

SCALE 1" = 1 Mile
 • = Location of Monument

7. SEC. 2, T 55, R 59W, 6TH P.M.
 8. COUNTY Arapahoe INDEX REF. NO. 212
 COUNTY _____ INDEX REF. NO. _____

RETURN RECORDED DOCUMENTS TO:

George N. Otey, Manager, Property Administration
Williams Communications, Inc.
110 West 7th Street, Suite 500
Tulsa, Oklahoma 74119

B0062085
5/24/2000 16:20:15
PG: 0001-014
70.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("the Assignment Agreement") dated this 7th day of August 1998 between Amoco Pipeline Company, a Maine corporation having its main office at 28100 Torch Drive, Warrenville, Illinois (alternatively "Assignor" or "Amoco") and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma (alternatively "Assignee" or "Williams").

RECITALS

1. Amoco is the current owner of rights-of-way along a segment of its pipeline system extending from Bushton, Kansas to Wattenberg, Colorado ("Amoco's Right-of-Way") by virtue of numerous right-of-way grants, contracts, easements, licenses, permits, and other similar agreements (individually "Amoco Right-of-Way Contract" and collectively "Amoco Right-of-Way Contracts") under which Amoco owns and operates an interstate natural gas liquids pipeline ("the Pipeline").

2. Pursuant to the Co-Location Agreement dated the 7th day of August 1998, Williams has represented and warranted to Amoco that Williams shall secure appropriate landowner consent to permit the construction, ownership, operation, and maintenance of its Telecom Facilities within Amoco's Right-of-Way (as such capitalized terms are defined in the Co-Occupancy Agreement), along a route that is approximately 275 miles in length, and traversing the counties and legal descriptions more particularly set forth in the Exhibit "B," Schedule 1, attached hereto and incorporated by reference.

3. Amoco agrees to waive any objection to Williams constructing, owning, operating, and maintaining the Telecom Facilities within Amoco's Right-of-Way, based on certain terms, conditions, and agreements set forth in the Co-Occupancy Agreement and this Assignment and Assumption Agreement, and Williams is willing to accept and agree to such terms and conditions.

4. The parties desire to set forth in this Assignment Agreement certain terms and conditions governing Amoco's assignment of rights to Williams to construct, own, operate, and maintain such Telecom Facilities in the Williams Right-of-Way, together with Williams' duties and obligations under this Assignment Agreement;

NOW THEREFORE, for the consideration recited in the Co-Occupancy Agreement and herein, the parties agree as follows:

1. **PERMITTED ASSIGNMENT OF RIGHTS.** Insofar as Amoco has the legal right to do so, and subject to the terms and conditions contained in the Agreement, Amoco hereby assigns, transfers and conveys unto Williams a non-exclusive right and interest in a portion of Amoco's Right-of-Way, said portion being fifteen (15) feet in width, extending from Amoco's Line List number 148 to a terminus point near Assignor's Wattenberg Station (such exact location to Be determined by agreement of both parties subsequent to the execution of this Agreement), running parallel to and located within the northerly boundary of Amoco's Right-of-Way as it exists as of the date of this Agreement ("Williams Right-of-Way") for the purposes of Williams constructing, owning, operating, and maintaining solely Telecom Facilities. Williams acknowledges that the rights granted to it under this Assignment Agreement are expressly subject to all applicable laws, ordinances, regulations, easements, restrictions, rights-of-way, conditions, exceptions, reservations, and covenants of whatsoever nature, either of record or ascertainable by inspection, and is without any warranty of title, express or implied, by Amoco. The rights granted to Williams under this Assignment Agreement include the right to use said lands only to the extent Amoco has such rights, only insofar as Amoco has the right to grant such rights to Williams, and only for the purposes set forth in this Assignment Agreement. In the event that ingress and egress to and from the Williams Right-of-Way requires that Williams traverse a portion of Amoco's Remaining Right-of-Way, Williams agrees that it shall traverse Amoco's property only upon those routes and in that manner designated by Amoco.

The parties hereto acknowledge that the Exhibit B, Schedule 1 attached and incorporated by reference hereto lists all of the private party Amoco Right-of-Way Contracts for the Amoco Right-of-Way. To the extent that any Amoco Right-of-Way Contract reflected on the attached Exhibit B, Schedule 1 is by its express or implied terms or by operation of law not capable of being validly partially assigned or transferred by Amoco to Williams without the consent or waiver of the owner or issuer thereof or the other party thereto, or any third person (including a government or governmental unit), or if such assignment, transfer or attempted assignment or transfer would constitute a termination or breach thereof or a violation of any law, decree, order, regulation or other governmental edict or is otherwise not practicable, this Assignment Agreement shall not constitute an assignment or transfer thereof, or an attempted assignment or transfer thereof, and that unassignable Amoco Right-of-Way Contract shall be excepted from the Amoco Right-of-Way Contracts being partially assigned hereunder.

2. **LANDOWNER USE CONSENT.** To the extent that any Amoco Right-of-Way Contract by its express or implied terms or by operation of law does not currently provide for such facilities as Williams' Telecom Facilities to be constructed, operated, and maintained within Amoco's Right-of-Way, Williams hereby represents and warrants that it shall secure all appropriate landowner consents to permit the construction, ownership, operation and maintenance of its Telecom Facilities within Amoco's Right-of-Way by utilizing, wherever possible, the Supplemental Agreement, the form of which is attached and incorporated by reference to the Co-Occupancy Agreement, and take no action which would compromise, jeopardize, or otherwise violate any term, condition, or restriction contained in any Amoco Right-of-Way Contract.

3. **AMOCO'S RESERVATION OF RIGHTS.** Amoco hereby reserves the right to use and enjoy the lands covered by this Assignment Agreement for any and all purposes consistent with Williams' use and operation thereupon, including, but not limited to, installing and operating new pipeline facilities, or installing telecommunications facilities under a grant of Amoco License from Williams, provided that Amoco's use does not in any way interfere with Williams' continued use of the Williams Right-of-Way in accordance with the rights granted hereunder.

4. **USE.** Amoco hereby consents to the installation by Williams of up to three (3) conduits within the Telecom Facilities to be located within the Williams Right-of-Way. Notwithstanding any term to the contrary contained in any of the Williams Additional Right-of-Way Contracts, Williams shall not install more than three (3) conduits within the Williams Right-of-Way without the further consent of Amoco.

5. **NOTICES.** All notices and other communications hereunder shall be in writing and shall be deemed effective and given only upon receipt, when delivered personally by facsimile transmission, by overnight courier, by telex or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof:

IF TO AMOCO: AMOCO CORPORATION
200 East Randolph Drive, MC1907
Chicago, IL 60601
ATTENTION: Amoco Pipeline Counsel
Phone: (312) 856-3171
Facsimile: (312) 856-_____

WITH A COPY TO: AMOCO PIPELINE COMPANY
28100 Torch Parkway , ITE 800
Warrenville, Illinois 60555
ATTN: Manager, Business Development
Telephone: (630) 836-5115
Facsimile: (630) 836-5187

or such other person or address as Amoco shall furnish Williams in writing.

IF TO WILLIAMS: WILLIAMS COMMUNICATIONS, INC.
2600 One Williams Center
Tulsa, Oklahoma 74172
ATTENTION: Director, Fiber Services
Telephone: (918) 573-2715
Facsimile: (918) 573-6389

or such other person or address as Williams shall furnish Amoco in writing.

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6. **NON-EMERGENCY WORK.** Williams shall notify Amoco at least 72 hours in advance of initiating any work over the Williams Right-of-Way that involves excavation or other work below ground level and shall give Amoco the opportunity to have an inspector present during any such activity, at Williams' expense. Further, upon request of Amoco, Williams shall make available to Amoco all plans, specifications, and procedures to be utilized in any such work in the Williams Right-of-Way. Amoco's review and/or inspection of such plans, specifications, and procedures shall not be deemed to constitute Amoco's concurrence with or approval of such plans, specifications, and procedures. Amoco shall provide Williams with at least seventy-two (72) hours' notice prior to performing non-emergency pipeline maintenance work within the Williams Right-of-Way, in order that Williams may have an inspector present, at its own expense.

7. **EMERGENCY WORK.** Williams shall provide Amoco with notice as promptly as possible by telephone to Amoco's Operations Control Center, 1-800-548-6482 (or such other number as Amoco designates by written notice) of all emergency maintenance work in the Williams Right-of-Way, and shall use its best efforts to avoid excavation work until an Amoco inspector is on site. Amoco shall provide Williams with notice as promptly as possible by telephone to Williams' Operations Control Department at 1-800-265-"CBUD" (or such other number as Williams designates by written notice) of all emergency maintenance work in the Williams Right-of-Way and shall use its best efforts to avoid excavation work until a Williams inspector is on site.

8. **DEFAULT.** Upon default by either party in the performance of any provisions, conditions or requirements herein, the non-defaulting party may give notice in writing of the default, specifying in detail the default alleged.

a. If the default is a material default, and, after notice of the default, it is not cured within thirty (30) days, then this Agreement may be terminated forthwith by written notice at the non-defaulting party's option.

b. If the default is not a material default, then upon due notice, the defaulting party shall have the right to cure the default within ninety (90) days of the date of such notice, or, if cure cannot be completed within the ninety (90) day period, to notify the non-defaulting party that it will undertake promptly to attempt to cure the default in a reasonable time.

Termination of this Assignment Agreement shall not relieve either party from any obligation accruing or accrued to the date of such termination or deprive a party not in default of any remedy otherwise available to it.

9. **RIGHT TO CURE.** In the event Williams fails to comply with any of the terms, covenants, or conditions of this Assignment Agreement, Amoco shall be entitled to seek damages and/or injunctive relief, and any other remedies available at law or in equity. Amoco shall be entitled, but shall not under any circumstances be obligated, to take such action as may

be necessary or appropriate to bring Williams' Telecom Facilities or operations into compliance, and Williams shall be obligated to compensate Amoco for all costs and expenses reasonably incurred by Amoco in taking such action, including normal and reasonable markups for payroll burden and overhead. Except in the case of any emergency situation, Amoco shall not take such action relative to Williams' Telecom Facilities or operations without first giving Williams notice and a reasonable period of time to diligently pursue and complete said cure.

10. **TERMINATION.** Amoco shall have the right to terminate this Assignment and all or some portion of Williams' rights hereunder only in accordance with the provisions of this paragraph. In the event Amoco reasonably believes that Williams' actions jeopardize Amoco's rights in and to all or some portion of the Amoco Right-of-Way, Amoco shall provide to Williams a written notice which contains: 1) the statement that Amoco claims that Williams' actions jeopardize Amoco's rights in and to all or some portion of the Amoco Right-of-Way; 2) a detailed statement of Williams' actions which Amoco claims jeopardize Amoco's rights in and to all or some of the portion of the Amoco Right-of-Way; and 3) a detailed statement of the actions which Amoco demands Williams to take or the actions which Amoco demands Williams to cease. In the event Williams does not remediate its behavior or correct the noted deficiency within a reasonable period of time to Amoco's reasonable satisfaction, Amoco shall have the right to terminate this Assignment Agreement. Amoco or Williams shall further have such termination rights in the event Williams' Telecom Facilities remains in non-usage for a period of 36-consecutive months. In such case, any right of Williams to utilize the Williams Right-of-Way under this Assignment Agreement shall cease and terminate and, at Amoco's election, Williams shall either take up and remove the Telecom Facilities from the Williams Right-of-Way, or leave such Telecom Facilities in the ground and execute such documents as may be reasonably necessary to vest and reflect ownership in the Telecom Facilities with Amoco.

11. **COMPLIANCE WITH ALL LAWS.** In all operations and activities on or about the Williams Right-of-Way and the Remaining Amoco Right-of-Way, including maintenance, inspection, operations, repair, replacement, change and removal, Williams shall comply with all applicable laws, rules, regulations, permits, rights-of-way, industry codes or standards, etc. regarding safety and maintenance and shall do so in such a manner as to prevent: 1) injury to any persons; 2) damage to any party's equipment, property, facilities or material being transported; and 3) contamination or emissions of any kind. At the direction of Amoco's job representative, a pre-job safety conference shall be required at the location. Amoco reserves the right to stop or terminate any activity by Williams or its contractors which Amoco reasonably considers unsafe. Williams agrees that it shall be solely responsible for securing any permission or consent as is required from any party with an interest in the Williams Right-of-Way prior to commencement of any construction activities and will perform all obligations, covenants and conditions relating to the Williams' Right-of-Way. Williams shall obtain, renew, and keep in full force and effect any and all necessary and appropriate permits for the operation of its Telecom Facilities within the Williams Right-of-Way. Should any of Williams' actions on the Williams Right-of-Way give rise to any third party claims, Williams covenants that it shall resolve such claims promptly. In the event Williams does not settle such claims promptly and such actions result in Amoco being deemed in violation of any agreement or obligation, Williams

6/14

agrees that Amoco, after providing notice to Williams, shall have the right to intercede and settle such damage claim and that Williams shall reimburse Amoco for the damage claim amount tendered by Amoco. Further, Williams agrees that it will restore the Williams Right-of-Way to its original condition upon completion of any activities disturbing the Williams Right-of-Way within a reasonable period of time thereafter. Except as provided for herein, Williams shall not undertake any construction, replacement, or other activity on the Williams Right-of-Way.

12. **CO-OCCUPANCY AGREEMENT.** To the extent that any issues or responsibilities which arise under this Assignment Agreement are not addressed herein, the terms and provisions of the Co-Occupancy Agreement shall apply and govern as though fully set forth herein.

13. **RECORDABLE FORM.** The parties hereto that it is the intention of the parties that this document and attachments hereto be recorded in those Counties which the Pipeline traverses and, to the extent some modifications are required post execution to bring the document into a form recordable in each particular jurisdiction, the parties hereto agree that they shall cooperate in this regard.

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IN WITNESS WHEREOF, Amoco Pipeline Company and Williams Communications, Inc., have caused this Assignment and Assumption Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

AMOCO PIPELINE COMPANY
(ASSIGNOR)

L.B. Peck, Vice President

SUBSCRIBED AND SWORN TO before me this 31ST day of January 2000.

Notary Public

My commission expires:



WILLIAMS COMMUNICATIONS, INC.
(ASSIGNEE)

Greg S. Foberke, Vice President

SUBSCRIBED AND SWORN TO before me this 7th day of January 2000.

Notary Public

My commission expires:

11-22-2001



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EXHIBIT "B," SCHEDULE 1

This schedule shall be a county-by-county breakdown of the right-of-way route, the section-township-range information, and the recording information for each private-party Amoco right-of-way contract.

**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's KX BOOK	WCI's KX PAGE	WCI's KX RECEPTION #	WCI's KX DATE RECORDED
LL532	2240/795	CO-AR-002	Arapahoe	Colorado	All of Section 24, Township 5 South, Range 57 West of the 6th P.M. Southwest Quarter (SW1/4) of Section 13, Township 5 South, Range 57 West of the 6th P.M. AND South Half (S1/2) Sec.14; South Half (S1/2) and Northwest Quarter (NW1/4) of Section 15, T5 South, Range 57 West	S24 T5S R57W	NA	NA	A8161021	10/8/1998
LL533 & LL534	2263/549	CO-AR-003	Arapahoe	Colorado	South Half (S1/2) of Section 7, Township 5 South, Range 57 West of the 6th P.M. and all of 17 and NE1/4 of 18	S13, S14, S15 T5S R57W	NA	NA	A8161022	10/8/1998
LL538	2240/787	CO-AR-005	Arapahoe	Colorado		S/2 S7; S17; N/2 S18 T5S R57W	NA	NA	A8161023	10/8/1998
PART OF LL536 & LL537	2240/785	CO-AR-006	Arapahoe	Colorado		PART OF S12 T5S R58W	NA	NA	A8161024	10/8/1998
LL536 & LL537	2240/785	CO-AR-007	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-008	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-009	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	All S9 & All S10 T5S R58W	NA	NA	A8202912	12/11/1998
LL539	2240/791	CO-AR-010	Arapahoe	Colorado	All Section 8 Township 5 S Range 58 W	ALL S8 T5S R58W	NA	NA	A8161025	10/8/1998
LL536 & LL537	2240/785	CO-AR-011	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	ALL S5 T5S R58W	NA	NA	A8161026	10/8/1998
LL540	2240/793	CO-AR-012	Arapahoe	Colorado	E Half (1/2) Northwest Quarter (NW1/4) and Northeast Quarter (NE1/4) and East Half (E1/2) Southeast Quarter (SE1/4); West Half (W1/2) and West Half (W1/2); East Half (E1/2) Southwest Quarter (SW1/4) and West Half (W1/2) Southeast Quarter (SE1/4), Section 6, T	ALL S6 T5S R58W	NA	NA	A8161027	10/8/1998

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**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL541 & LL546 (V-SITE)	2240/779	CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	A8212975	1/7/1999
LL541 & LL546(V-SITE)		CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	9003689	1/7/1999
LL542	2240/783	CO-AR-014	Arapahoe	Colorado	West Half (W1/2), Section 2, Township 5 S, Range 59 W; All of Section 3, Township 5 S, Range 59 W	W/2 S2 T5S R59W and all of section 3	NA	NA	A8202913	12/11/1998
LL543 & PART OF LL542	2254/427	CO-AR-015	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 4, Township 5 S, Range 59 W of the 6th P.M.	ALL S3 & NE1/4 S4 T5S R59W and all of S3	NA	NA	A8161028	10/8/1998
LL545	2241/25	CO-AR-017	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	E/2 S32 T4S R59W and all of S31, 4S, 59W and all of S36, 4S, 60W.	NA	NA	A8161029	10/8/1998
LL547	NA	CO-AR-018	Arapahoe	Colorado	SW1/4 & NW1/4 Section 32 Township 4 s Range 59 W	SW4 S32 T4S R59W	NA	NA	A8174194	11/2/1998
LL545	2241/25	CO-AR-019	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	ALL S31 T4S R59W & ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
LL545	NA	CO-AR-020	Arapahoe	Colorado		ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
PART OF LL544	2241/15	CO-AR-021	Arapahoe	Colorado	(See CO-AR-016 & 021)		NA	NA	A8174195	11/2/1998
LL548 & LL549	2241/21	CO-AR-022	Arapahoe	Colorado			NA	NA	A8174196	11/2/1998
LL551	2241/23	CO-AR-024	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998
LL551		CO-AR-026	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998

**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Ammco TRACT #	Ammco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL553	2241/29	CO-AR-029	Arapahoe	Colorado			NA	NA	A8202915	12/11/1998
LL554	2241/19	CO-AR-030	Arapahoe	Colorado	East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) of Section 32, Township 4 S, Range 60 W of the 6th P.M. also included an additional 50' (fifty feet) on West side of the East Half of Northwest Quarter o	W/2 NE/4 & E/2 NW/4 S32 T4S R60W	NA	NA	A8190326	11/24/1998
LL555	2241/17	CO-AR-033**	Arapahoe	Colorado			NA	NA	A8190325	11/24/1998
LL556	2241/13	CO-AR-034	Arapahoe	Colorado	North Half (N1/2) of Section 31, Township 4 S, Range 60 W of the 6th P.M.	N1/2 S31 T4S R60W	NA	NA	A8174198	11/2/1998
LL557	2241/11	CO-AR-035	Arapahoe	Colorado	Lots 3 and 4, the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of Section 31, Township 4 South, Range 60 West of the 6th P.M.	SE/4 S31 T4S R60W	NA	NA	A8167193	10/20/1998
LL559 & LL560	2240/777	CO-AR-037A	Arapahoe	Colorado	Southwest 4 of Section Thirty-five (35), Township Four (4) South, Range Sixty-one (61) West of the Sixth Principal Meridian	SE/4 E/2 SW/4 and SW/SW of S34 S/2 S35 T4S R61W L&E PARCEL	NA	NA	A8167194	10/20/1998
LL559 & LL560	2240/777	CO-AR-037B	Arapahoe	Colorado	Parcel in SE/4 SEC.35, T4S, R61W	PARCEL IN SE/4 S35 T4S R 61W	NA	NA	A8167195	10/20/1998
LL559 & LL560	2240/777	CO-AR-038	Arapahoe	Colorado		S/2 SW/4 & NE/4 SW/4 S34 T4S R61W	NA	NA	A8167196	10/20/1998
LL561	2240/775	CO-AR-039	Arapahoe	Colorado	1/1 INT. NW/4 and NW/SW/ of Sec. 34	NW/4 & NW/SW 34,4S,61W	NA	NA	A8167197	10/20/1998
LL562 & LL563	2240/773	CO-AR-040	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M.	T4S R61W and all of S31	NA	NA	A8167198	10/20/1998
LL564	2240/773	CO-AR-041	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M. AND All of Sections 35 and 36, Township 4 S, Range 62 W of the 6th P.M.	ALL S31 T4S R61W & ALL S35 & S36 T4S R62W	NA	NA	A8167199	10/20/1998
LL565	2240/769	CO-AR-042	Arapahoe	Colorado	All of Section 33, and All of Section 34, Township 4 S, Range 62 W of the 6th P.M.	ALL S34 T4S R62W and all of S33	NA	NA	A8174200	11/2/1998
PART OF LL567	NA	CO-AR-044	Arapahoe	Colorado	The North 1/2 of Section 32, Township 4 S, Range 62 W of the 6th P.M.	N/2 S32 T4S R62W	NA	NA	A8161030	10/8/1998
PART OF LL567 & LL568	NA	CO-AR-044A	Arapahoe	Colorado	W/2 29 W/2 W/2 30, T4S, R62W	W/2 29 & W/2 W/2 30	NA	NA	A9015942	1/28/1999

EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco Tract #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
PART OF LL568	NA	CO-AR-044B	Arapahoe	Colorado	E/2 W/2 30, T4S, R62W	E/2 W/2 30 (4S, 62W)	NA	NA	A9015943	1/28/1999
PART OF LL568	NA	CO-AR-044C	Arapahoe	Colorado	SE/4 30, EXC. E/2 E/2 SE (T4S, R62W)	SE/4 30 (4S, 62W)	NA	NA	A9015944	1/28/1999
LL566 & LL567	NA	CO-AR-044D	Arapahoe	Colorado	E/2 29, T4S, R62W	E/2 29 (4S, 62W)	NA	NA	A9015945	1/28/1999
PART OF LL568	2240/761	CO-AR-045A	Arapahoe	Colorado	N/2 N/2 31, T4S, R62W 9 (Before outsale to co-ar-045B)	S/2 N/2 NE/4 & N/2 NW/4 EXCEPT PARCEL S31 T4S R62W	NA	NA	A8167200	10/20/1998
PART OF LL568	2240/761	CO-AR-045B	Arapahoe	Colorado	N/2 N/2 NE/4 of 31, T4S, R62W	N/2 N/2 NE/4 S31 T4S R62W	NA	NA	A8174193	11/2/1998
LL569 & LL570	2240/743	CO-AR-047	Arapahoe	Colorado	South Half of the Northwest Quarter (S1/2 NW1/4) and the Southwest Quarter (SW1/4), and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 25, Township 4 S, Range 63 W of the 6th P. M.	S1/2 NW1/4; SW1/4; S1/2SE1/4 S25 T4S R63W	NA	NA	A8161031	10/8/1998
PART OF LL571	2240/759	CO-AR-048A	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167201	10/20/1998
PART OF LL571	2240/759	CO-AR-048B	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167202	10/20/1998
PART OF LL571	2240/759	CO-AR-048C	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167203	10/20/1998
PART OF LL571	2240/759	CO-AR-048D	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167204	10/20/1998
PART OF LL571	2240/759	CO-AR-048E	Arapahoe	Colorado	PART OF W/2 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8190328	11/24/1998
PART OF LL571	2240/759	CO-AR-048F	Arapahoe	Colorado	SE/4 & S30' of SW/4, S.26, 4S, 63W	SE/4 S26 T4S R63W	NA	NA	A8181153	11/10/1998
PART OF LL571	2240/759	CO-AR-048H	Arapahoe	Colorado		SE/SE S 22 T4S R63W	NA	NA	A8174201	11/2/1998
LL572 & LL573	2240/751	CO-AR-049	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P. M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE/4, S.22	NA	NA	A8167205	10/20/1998

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**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL572 & LL573	2240/751	CO-AR-050	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE1/4 S.22	NA	NA	A8167206	10/21/1998
LL574	2240/753	CO-AR-051A	Arapahoe	Colorado	Southeast Quarter (SE1/4) of Section 21, 4S, Range 63W of the 6th P.M.	SE1/4 S21 4S 63W	NA	NA	A8161154	11/10/1998
LL577	2240/755	CO-AR-051B	Arapahoe	Colorado	Northwest Quarter of Sec. 21 4S, Range 63W of the 6th P.M.	NW1/4 S21 4S 63W	NA	NA	A8167206	10/20/1998
LL577	2240/755	CO-AR-051C	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 21, 4S Range 63W of the 6th P.M.	NE1/4 S21 4S 63W	NA	NA	A8167207	10/20/1998
LL575 & LL576	2240/750	CO-AR-055	Arapahoe	Colorado	South Half (S1/2) of Section 17, Township 4 S, Range 63 W of the 6th P.M.; North Half (N1/2) of Section 20, Township 4 S, Range 63 W of the 6th P.M.	N1/2 S20 T4S R63W and S1/2 S17 T4S R63W	NA	NA	A8161032	10/8/1998
LL578	2240/747	CO-AR-056A	Arapahoe	Colorado	Part of the Southeast Quarter (SE1/4) of Section 18, Township 4 South, Range 63 West of the 6th P.M., more particularly described by metes and bounds by that Warranty Deed recorded 8/20/98 at Book A8137, Page 430, Arapahoe County, Colorado.		NA	NA	A8174202	11/2/1998
LL579	2240/745	CO-AR-056B	Arapahoe	Colorado	W1/4 of Section 18, Township 4 South, Range 63W of the 6th P.M.	W1/4 S18 T4S R63W	NA	NA	A8212980	12/28/1998
LL581	2254/429	CO-AR-058	Arapahoe	Colorado	The South One-half of the Southeast Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 64 West of the 6th P.M.	S2 SE1/4 S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL581	2240/727	CO-AR-058A	Arapahoe	Colorado	W/2 SE1/4 S13 T4S R64W	W/2 SE1/4 S13 T4S R64W	NA	NA	A8167208	10/20/1998
LL581	2240/727	CO-AR-058B	Arapahoe	Colorado	NE1/4 SE1/4 S13 T4S R64W	NE1/4 SE1/4 S13 T4S R64W	NA	NA	A8181156	11/10/1998
LL581	2240/727	CO-AR-058C	Arapahoe	Colorado	SE1/4 SE1/4 S13 T4S R64W	SE1/4 SE1/4 S13 T4S R64W	NA	NA	A8167209	10/20/1998
NA	NA	CO-AR-059	Arapahoe	Colorado		S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL582 & LL583	NA	CO-AR-060	Arapahoe	Colorado	The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 4 South, Range 63 West of the 6th P.M.	N1/2 NE1/4 SW1/4 S13 T4S R64W	NA	NA	A8161033	10/8/1998
LL584	2267/17	CO-AR-061	Arapahoe	Colorado	The South One-half of the Southwest Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 63 West of the 6th P.M.	S1/2 SW1/4 NW1/4 S13 T4S R64W	NA	NA	A8181157	11/10/1998

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**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

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Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL585	2240/725	CO-AR-062	Arapahoe	Colorado	The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 4 South, Range 64 West of the 6th P.M.	N/2 SW/4 NW/4 S13 T4S R64W	NA	NA	A8167211	10/20/1998
LL586	2240/729	CO-AR-063	Arapahoe	Colorado	The North half of the Northeast quarter of Section 14, Township 4 South, Range 64 West of the 6th P.M.	N/2 NE/4 S14 T4S R64W	NA	NA	A8167212	10/20/1998
LL587	2240/739	CO-AR-064	Arapahoe	Colorado		PART OF NW/4 S14 4S 64W	NA	NA	A8167213	10/20/1998
<p>** CO-AR-033 has additional counterparts of supplemental agreements with the following reception numbers: A8202916, A8202917, and A8190327</p>										

14/14

RETURN RECORDED DOCUMENTS TO:

George N. Otey, Manager, Property Administration
Williams Communications, Inc.
110 West 7th Street, Suite 500
Tulsa, Oklahoma 74119

60 -
B0062086
5/24/2000 16:20:15
PG: 0001-010
50.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereafter, the "Amoco License") dated this ____ day of _____, 1999, is entered into by and between Williams Communications, Inc., a Delaware corporation (hereafter, "Williams") with its principal place of business in Tulsa, Oklahoma, and Amoco Pipeline Company, a Maine corporation (hereafter, "Amoco") with its principal place of business in Warrenville, Illinois.

WHEREAS, the parties have previously executed a Co-Occupancy Agreement dated August 7, 1998 (hereafter, the "Co-Occupancy Agreement"); and

WHEREAS, the Co-Occupancy Agreement requires certain instruments to be entered into between Williams and Amoco, one of which is this Amoco License; and

WHEREAS, a schedule of the Supplemental Pipeline Right-of-Way Agreements and the Right-of-Way and Easement Agreements which are covered by this Amoco License is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the terms and conditions of the joint use contemplated herein are set forth in the Co-Occupancy Agreement and other instruments referenced therein entered into between Williams and Amoco.

NOW THEREFORE, for the consideration recited in the Co-Occupancy Agreement, the parties agree as follows:

1. **Amoco License.** Subject to the exceptions, reservations, covenants and conditions contained in this Amoco License, Williams hereby grants unto Amoco a non-exclusive license, to the extent it has the authority to do so, to occupy and use its easements and rights-of-way obtained by the Additional Williams Right-of-Way Contracts (as defined by the Co-Occupancy Agreement) and the Supplemental Pipeline Right-of-Way Agreements (as defined by the Co-Occupancy Agreement) which are described in the schedule marked as Exhibit A and attached hereto and made a part hereof (hereafter jointly referred to as the "Right-of-Way"), for any purpose allowed by such contracts and agreements, and upon the following additional terms described herein, provided that Amoco's use does not materially interfere with Williams' continued use of the Right-of-Way.
2. **Assignment.** This Amoco License may, at Amoco's option, be assigned, licensed, leased, sold or otherwise transferred by Amoco to a third party; provided that such transferee assumes all obligations of Amoco under this Amoco License.
3. **Term.** The term of this Amoco License shall commence upon the execution hereof and shall remain in effect for so long as the Co-Occupancy Agreement remains in effect. The initial twenty-five (25) year term of the Co-Occupancy Agreement shall be renewed, extended, and terminated in accordance with the Co-Occupancy Agreement. Termination of the Co-Occupancy Agreement will constitute a termination of this Amoco License.

4. **Costs.** All costs and expenses resulting from or associated with this Amoco License shall be borne solely by Amoco or the benefiting third party. No additional costs or expenses shall be incurred by Williams.
5. **Approval of Project/Construction Specifications.** Williams reserves the right to preview and approve the design and specifications of any project to be performed pursuant to this Amoco License and no construction activities shall commence without such approval from Williams, such approval not to be unreasonably withheld. Williams shall be notified sixty (60) days prior to the commencement of any construction activities within the Right-of-Way.
6. **Quality of Work.** All work performed pursuant to this Amoco License shall be performed in a good and workmanlike manner consistent with accepted industry standards and in such a manner as to minimize the impact on Williams' continuous operation of its facilities within the Right-of-Way.
7. **Amendments.** This Amoco License shall not be amended except by an instrument in writing, signed by both parties.
8. **Indemnity.** Amoco agrees to indemnify and hold Williams harmless from and against any causes of action, claims, damages, losses, penalties, costs (including reasonable attorney fees) arising out of or related to the grant of this Amoco License and/or the use by Amoco of the rights granted by this Amoco License.
9. **Successors and Assigns.** This Amoco License shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, Amoco Pipeline Company and Williams Communications, Inc., have caused this Assignment and Assumption Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

**WILLIAMS COMMUNICATIONS, INC.
(ASSIGNEE)**

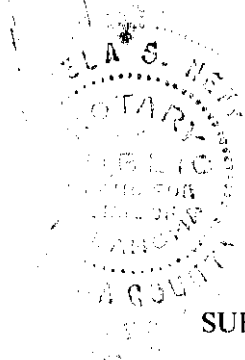
Greg S. Floerke
Greg S. Floerke, Vice President

SUBSCRIBED AND SWORN TO before me this 7th day of January 2000.

Pamela S. Neff
Notary Public

My commission expires:

11-22-2001



**AMOCO PIPELINE COMPANY
(ASSIGNOR)**

L.B. Peck
L.B. Peck, Vice President

SUBSCRIBED AND SWORN TO before me this 31ST day of January 2000.

Mary A. Reh
Notary Public

My commission expires:



EXHIBIT A

4/10

This exhibit will contain a schedule of the easements with cross-reference to book and page numbers for the right-of-way covered by the license.

EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL532	2240/795	CO-AR-002	Arapahoe	Colorado	All of Section 24, Township 5 South, Range 57 West of the 6th P.M.	S24 T5S R57W	NA	NA	A8161021	10/8/1998
LL533 & LL534	2263/549	CO-AR-003	Arapahoe	Colorado	Southwest Quarter (SW1/4) of Section 13, Township 5 South, Range 57 West of the 6th P.M. AND South Half (S1/2) Sec.14; South Half (S1/2) and Northwest Quarter (NW1/4) of Section 15, T5 South, Range 57 West	S13, S14, S15 T5S R57W	NA	NA	A8161022	10/8/1998
LL538	2240/787	CO-AR-005	Arapahoe	Colorado	South Half (S1/2) of Section 7, Township 5 South, Range 57 West of the 6th P.M. and all of 17 and NE1/4 of 18	S/2 S7; S17; N/2 S18 T5S R57W	NA	NA	A8161023	10/8/1998
PART OF LL536 & LL537	2240/785	CO-AR-006	Arapahoe	Colorado		PART OF S12 T5S R58W	NA	NA	A8161024	10/8/1998
LL536 & LL537	2240/785	CO-AR-007	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-008	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-009	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	All S9 & All S10 T5S R58W	NA	NA	A8202912	12/11/1998
LL539	2240/791	CO-AR-010	Arapahoe	Colorado	All Section 8 Township 5 S Range 58 W	ALL S8 T5S R58W	NA	NA	A8161025	10/8/1998
LL536 & LL537	2240/785	CO-AR-011	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	ALL S5 T5S R58W	NA	NA	A8161026	10/8/1998
LL540	2240/793	CO-AR-012	Arapahoe	Colorado	E Half (1/2) Northwest Quarter (NW1/4) and Northeast Quarter (NE1/4) and East Half (E1/2) Southeast Quarter (SE1/4); West Half (W1/2) West Half (W1/2); East Half (E1/2) Southwest Quarter (SW1/4) and West Half (W1/2) Southeast Quarter (SE1/4), Section 6, T	ALL S6 T5S R58W	NA	NA	A8161027	10/8/1998

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EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm. Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL541 & LL546 (V-SITE)	2240/779	CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	A8212975	1/7/1999
LL541 & LL546 (V-SITE)		CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	9003689	1/7/1999
LL542	2240/783	CO-AR-014	Arapahoe	Colorado	West Half (W1/2), Section 2, Township 5 S, Range 59 W; All of Section 3, Township 5 S, Range 59 W	W/2 S2 T5S R59W and all of section 3	NA	NA	A8202913	12/11/1998
LL543 & PART OF LL542	2254/427	CO-AR-015	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 4, Township 5 S, Range 59 W of the 6th P.M.	ALL S3 & NE1/4 S4 T5S R59W and all of S3.	NA	NA	A8161028	10/8/1998
LL545	2241/25	CO-AR-017	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	E/2 S32 T4S R59W and all of S31, 4S, 59W and all of S36, 4S, 60W.	NA	NA	A8161029	10/8/1998
LL547	NA	CO-AR-018	Arapahoe	Colorado	SW1/4 & NW1/4 Section 32 Township 4 s Range 59 W	SW4 S32 T4S R59W	NA	NA	A8174194	11/2/1998
LL545	2241/25	CO-AR-019	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	ALL S31 T4S R59W & ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
LL545	NA	CO-AR-020	Arapahoe	Colorado	(See CO-AR-016 & 021)	ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
PART OF LL544 & LL549	2241/15	CO-AR-021	Arapahoe	Colorado			NA	NA	A8174195	11/2/1998
LL548 & LL549	2241/21	CO-AR-022	Arapahoe	Colorado			NA	NA	A8174196	11/2/1998
LL551	2241/23	CO-AR-024	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998
LL551		CO-AR-026	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL553	2241/29	CO-AR-029	Arapahoe	Colorado			NA	NA	A8202915	12/11/1998
LL554	2241/19	CO-AR-030	Arapahoe	Colorado	East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) of Section 32, Township 4 S, Range 60 W of the 6th P.M. also included an additional 50' (fifty feet) on West side of the East Half of Northwest Quarter o	W/2 NE/4 & E/2 NW/4 S32 T4S R60W	NA	NA	A8190326	11/24/1998
LL555	2241/17	CO-AR-033**	Arapahoe	Colorado			NA	NA	A8190325	11/24/1998
LL556	2241/13	CO-AR-034	Arapahoe	Colorado	North Half (N1/2) of Section 31, Township 4 S, Range 60 W of the 6th P.M.	E/2 W/2 NW/4 S32 T4S R60W	NA	NA	A8174198	11/2/1998
LL557	2241/11	CO-AR-035	Arapahoe	Colorado	Lots 3 and 4, the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of Section 31, Township 4 South, Range 60 West of the 6th P.M.	SE/4 S31 T4S R60W	NA	NA	A8167193	10/20/1998
LL559 & LL560	2240/777	CO-AR-037A	Arapahoe	Colorado	Southwest 4 of Section Thirty-five (35), Township Four (4) South, Range Sixty-one (61) West of the Sixth Principal Meridian	SE/4 E/2 SW/4 and SW/SW of S34 S/2 S35 T4S R61W L&E PARCEL	NA	NA	A8167194	10/20/1998
LL559 & LL560	2240/777	CO-AR-037B	Arapahoe	Colorado	Parcel in SE/4 SEC.35,T4S,R61W	PARCEL IN SE/4 S35 T4S R 61W	NA	NA	A8167195	10/20/1998
LL559 & LL560	2240/777	CO-AR-038	Arapahoe	Colorado		S/2 SW/4 & NE/4 SW/4 S34 T4S R61W	NA	NA	A8167196	10/20/1998
LL561	2240/775	CO-AR-039	Arapahoe	Colorado	1/1 INT. NW/4 and NW/SW/ of Sec. 34	NW/4 & NW/SW 34,4S,61W	NA	NA	A8167197	10/20/1998
LL562 & LL563	2240/773	CO-AR-040	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M.	T4S R61W and all of S31	NA	NA	A8167198	10/20/1998
LL564	2240/773	CO-AR-041	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M. AND All of Sections 35 and 36, Township 4 S, Range 62 W of the 6th P.M.	ALL S31 T4S R61W & ALL S35 & S36 T4S R62W	NA	NA	A8167199	10/20/1998
LL565	2240/769	CO-AR-042	Arapahoe	Colorado	All of Section 33, and All of Section 34, Township 4 S, Range 62 W of the 6th P.M.	ALL S34 T4S R62W and all of S33	NA	NA	A8174200	11/2/1998
PART OF LL567	NA	CO-AR-044	Arapahoe	Colorado	The North 1/2 of Section 32, Township 4 S, Range 62 W of the 6th P.M.	N/2 S32 T4S R62W	NA	NA	A8161030	10/8/1998
PART OF LL567 & LL568	NA	CO-AR-044A	Arapahoe	Colorado	W/2 29,W/2 W/2 30,T4S,R62W	W/2 29 & W/2 W/2 30	NA	NA	A9015942	1/28/1999

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
PART OF LL568	NA	CO-AR-044B	Arapahoe	Colorado	E/2 W/2 30, T4S, R62W	E/2 W/2 30 (4S, 62W)	NA	A9015943	1/28/1999
PART OF LL568	NA	CO-AR-044C	Arapahoe	Colorado	SE/4 30, EXC. E/2 E/2 SE (T4S, R62W)	SE/4 30 (4S, 62W)	NA	A9015944	1/28/1999
LL566 & LL567	NA	CO-AR-044D	Arapahoe	Colorado	E/2 29, T4S, R62W	E/2 29 (4S, 62W)	NA	A9015945	1/28/1999
PART OF LL568	2240/761	CO-AR-045A	Arapahoe	Colorado	N/2 N/2 31, T4S, R62W 9 (Before outsale to co-ar-045B)	S/2 N/2 NE/4 & N/2 NW/4 EXCEPT PARCEL S31 T4S R62W	NA	A8167200	10/20/1998
PART OF LL568	2240/761	CO-AR-045B	Arapahoe	Colorado	N/2 N/2 NE/4 of 31, T4S, R62W	N/2 N/2 NE/4 S31 T4S R62W	NA	A8174193	11/2/1998
PART OF LL569 & LL570	2240/743	CO-AR-047	Arapahoe	Colorado	South Half of the Northwest Quarter (S1/2 NW1/4) and the Southwest Quarter (SW1/4), and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 25, Township 4 S, Range 63 W of the 6th P.M.	S1/2 NW1/4, SW1/4, S1/2 SE1/4 S25 T4S R63W	NA	A8161031	10/8/1998
PART OF LL571	2240/759	CO-AR-048A	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	A8167201	10/20/1998
PART OF LL571	2240/759	CO-AR-048B	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	A8167202	10/20/1998
PART OF LL571	2240/759	CO-AR-048C	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	A8167203	10/20/1998
PART OF LL571	2240/759	CO-AR-048D	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	A8167204	10/20/1998
PART OF LL571	2240/759	CO-AR-048E	Arapahoe	Colorado	PART OF W/2 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	A8190328	11/24/1998
PART OF LL571	2240/759	CO-AR-048F	Arapahoe	Colorado	SE/4 & S30' of SW/4, S.26, 4S, 63W	SE/4 S26 T4S R63W	NA	A8181153	11/10/1998
PART OF LL571	2240/759	CO-AR-048H	Arapahoe	Colorado		SE/SE S 22 T4S R63W	NA	A8174201	11/2/1998
LL572 & LL573	2240/751	CO-AR-049	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW/4 SE/4, S.22	NA	A8167205	10/20/1998

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL572 & LL573	2240/751	CO-AR-050	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE1/4 S22	NA	NA	A8167206	10/21/1998
LL574	2240/753	CO-AR-051A	Arapahoe	Colorado	Southeast Quarter (SE1/4) of Section 21, 4S, Range 63W of the 6th P.M.	SE1/4 S21 4S 63W	NA	NA	A8181154	11/10/1998
LL577	2240/755	CO-AR-051B	Arapahoe	Colorado	Northwest Quarter of Sec. 21 4S, Range 63W of the 6th P.M.	NW1/4 S21 4S 63W	NA	NA	A8167206	10/20/1998
LL577	2240/755	CO-AR-051C	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 21 4S Range 63W of the 6th P.M.	NE1/4 S21 4S 63W	NA	NA	A8167207	10/20/1998
LL575 & LL576	2240/750	CO-AR-055	Arapahoe	Colorado	South Half (S1/2) of Section 17, Township 4 S, Range 63 W of the 6th P.M.; North Half (N1/2) of Section 20, Township 4 S, Range 63 W of the 6th P.M.	N1/2 S20 T4S R63W and S1/2 S17 T4S R63W	NA	NA	A8161032	10/8/1998
LL578	2240/747	CO-AR-056A	Arapahoe	Colorado	Part of the Southeast Quarter (SE1/4) of Section 18, Township 4 South, Range 63 West of the 6th P.M., more particularly described by metes and bounds by that Warranty Deed recorded 8/20/98 at Book A8137, Page 430, Arapahoe County, Colorado.		NA	NA	A8174202	11/2/1998
LL579	2240/745	CO-AR-056B	Arapahoe	Colorado	W1/4 of Section 18, Township 4 South, Range 63W of the 6th P.M.	W1/4 S18 T4S R63W	NA	NA	A8212980	12/28/1998
LL581	2254/429	CO-AR-058	Arapahoe	Colorado	The South One-half of the Southeast Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 64 West of the 6th P.M.	S2 SE1/4 S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL581	2240/727	CO-AR-058A	Arapahoe	Colorado	W/2 SE1/4 S13 T4S R64W	W/2 SE1/4 S13 T4S R64W	NA	NA	A8167208	10/20/1998
LL581	2240/727	CO-AR-058B	Arapahoe	Colorado	NE1/4 SE1/4 S13 T4S R64W	NE1/4 SE1/4 S13 T4S R64W	NA	NA	A8181156	11/10/1998
LL581	2240/727	CO-AR-058C	Arapahoe	Colorado	SE1/4 SE1/4 S13 T4SS R64W	SE1/4 SE1/4 S13 T4S R64W	NA	NA	A8167209	10/20/1998
NA	NA	CO-AR-059	Arapahoe	Colorado		S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL582 & LL583	NA	CO-AR-060	Arapahoe	Colorado	The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 4 South, Range 63 West of the 6th P.M.	N1/2 NE1/4 SW1/4 S13 T4S R64W	NA	NA	A8161033	10/8/1998
LL584	2267/17	CO-AR-061	Arapahoe	Colorado	The South One-half of the Southwest Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 63 West of the 6th P.M.	S1/2 SW1/4 NW1/4 S13 T4S R64W	NA	NA	A8181157	11/10/1998

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL585	2240/725	CO-AR-062	Arapahoe	Colorado	The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 4 South, Range 64 West of the 6th P.M.	N/2 SW/4 NW/4 S13 T4S R64W	NA	NA	A8167211	10/20/1998
LL586	2240/729	CO-AR-063	Arapahoe	Colorado	The North half of the Northeast quarter of Section 14, Township 4 South, Range 64 West of the 6th P.M.	N/2 NE/4 S14 T4S R64W	NA	NA	A8167212	10/20/1998
LL587	2240/739	CO-AR-064	Arapahoe	Colorado		PART OF NW/4 S14 4S 64W	NA	NA	A8167213	10/20/1998

** CO-AR-033 has additional counterparts of supplemental agreements with the following reception numbers: A8202916, A8202917, and A8190327

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EXHIBIT A
To Quitclaim Mineral Deed
from
Ritchey Land & Cattle Inc.
to
R&R Minerals, LLC, and R7 Minerals, LLC

The following lands in Arapahoe County, Colorado:

Township 5 South, Range 59 West of the 6th P.M.

Section 2: E/2

Section 12: All

Township 5 South, Range 58 West of the 6th P.M.

Section 18: NE/4

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Lynn Vance Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2052 Fax: 866-828-0844 Main Phone: 970-330-4522 Email: LVance@heritagetco.com	Escrow Officer: Antoinette Alirez Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2058 Main Phone: (970)330-4522 Email: aalirez@heritagetco.com

Order Number: 459-HS0809534-414**Property Address: None shown, Deer Trail, CO 80105****SCHEDULE A**

1. Commitment Date: October 25, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Contracted Purchaser or Designee
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
[RITCHEY LAND & CATTLE CO., INC., a Colorado corporation](#)
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$579.00
Tax Certificate	\$13.50

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

All of Section 1, Township 5 South, Range 59 West of the 6th P.M., County of Arapahoe, State of Colorado

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations by the Union Pacific Land Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording Date: May 21, 1912
Recording No: [Book 66 at Page 10](#)

9. Terms, conditions, provisions, agreements and obligations contained in the Surface Owner's Agreement as set forth below:

Recording Date: February 22, 1972
Recording No: [Book 1996 at Page 172](#)

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

10. Terms, conditions, provisions, agreements and obligations contained in the Easement Contract as set forth below:
Recording Date: May 23, 1974
Recording No: [Book 2240 at Page 779](#)
and Supplement Agreements recorded December 28, 1998 at Reception No. [A8212975](#) and January 7, 1999 at Reception No. [A9003689](#)
11. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Covenants as set forth below:
Recording Date: December 14, 1970
Recording No: [Book 1899 at Page 200](#)
and
Recording Date: October 11, 1973
Recording No: [Book 2177 at Page 765](#)
12. All matters shown on the Colorado Land Survey Monument Records recorded May 23, 1975 at Reception No. [1485631](#) and Reception No. [1485632](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Assignment and Assumption Agreement as set forth below:
Recording Date: May 24, 2000
Recording No: [B0062085](#)
14. Terms, conditions, provisions, agreements and obligations contained in the License Agreement as set forth below:
Recording Date: May 24, 2000
Recording No: [B0062086](#)
15. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. [B2090794](#)

END OF SCHEDULE B, PART II

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WARRANTY DEED.

The Union Pacific Land Company

John Thomas Noonen
Filed for record 10:30 a.m. Lock 111
224 31 1912
and recorded in Bk. 66 at Page 10
Robert S. Brown
Deputy.

THE UNION PACIFIC LAND COMPANY.

Deed No. 4112

Know all Men by these Presents, That The Union Pacific Land Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Fifteen hundred and ninety seven and 50/100 Dollars, (\$1597.50)

to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto

John Thomas Noonen

of the County of Carpenter in the State of Colorado the following described real estate, situate, lying and being in the County of Carpenter and in the State of Colorado to-wit:

Colorado said The Mercantile Trust Company was on the 10th day of August 1911 merged into the Bankers Trust Company, a corporation of the State of New York pursuant to the provisions of Chapter 10 of the Laws of 1907 of the State of New York Chapter 2 of the Consolidated Laws of the State of New York known as the Banking Law and hereby sell and assign the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property real personal and mixed and things in action hereinto belonging as transferred to and accepted in the said Bankers Trust Company and the said Company last mentioned has succeeded by all relations, operations, trusts, and liabilities of said The Mercantile Trust Company and has assumed the performance of all trusts of said The Mercantile Trust Company and

of Section No. Two (2) in Township No. Five (5) South of Range No. Fifty nine (59) West of the Sixth Principal Meridian, containing, according to the United States Survey thereof Six hundred and thirty nine (639) acres, more or less, subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described

Excepting and Reserving, First: A strip of land two hundred (200) feet wide on each side of the center line of the railroad of Union Pacific Railroad Company as said road is now constructed over and across said land.

Second: All oil, coal and other minerals within or underlying said lands.

Third: The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by anyone.

Fourth: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.

Fifth: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenant and condition that said grantee, his heirs and assigns, shall erect and forever maintain a lawful and sufficient fence along and upon each of the side lines of the said four hundred (400) foot strip of land above reserved.

To Have and to Hold, Subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereunto belonging unto the said John Thomas Noonen

grantee, his heirs and assigns forever, and said The Union Pacific Land Company doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and

convey the same, and th
against the lawful claims
Excepting As again
excepting against any rig
of Sydney
And Whereas, said
Company, a certain m
and purposes therein m
Whereas, said **The**
mortgage aforesaid, has
tion of the sum paid a
Bankers Trust Co
and purposes mentione
NOW, THEREFO
deed, in consideration o
uses and purposes afore
written, unto the said
described aforesaid, to J
of June, 1898.

IN PRESENCE OF
W. C. [Signature]
J. C. [Signature]
Attest: [Signature]

IN PRESENCE OF
[Signature]
[Signature]
Attest: [Signature]

STATE OF NEW Y
County of New Yo



STATE OF NEW Y
County of New Yo



Contract No. 53356
COMPANY.
Deed No. 4112
The Land Company, a corporation
in consideration of the sum of
\$100,000 Dollars,
to have and to hold unto

convey the same, and that it will warrant and defend the title to said premises unto the said grantee. heirs and assigns forever
against the lawful claims of all persons whomsoever.
Excepting As against all taxes and assessments levied upon said premises for or during the year 1906 and subsequent years, and
excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the
day of September 1905
And Whereas, said The Union Pacific Land Company did, on the 28th day of June, 1898, execute and deliver to The Mercantile Trust
Company, a certain mortgage deed wherein said Land Company conveyed to the said The Mercantile Trust Company, as Trustee, for the uses
and purposes therein mentioned, amongst other things, the lands hereinbefore described; and
Whereas, said The Union Pacific Land Company, with the consent of the said ~~The Mercantile Trust Company~~ Trust Company, Trustee under the
mortgage aforesaid, has sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee for and in consideration
of the sum paid as aforesaid to The Union Pacific Land Company by said grantee, which sum of money has been paid to said ~~The
Trust Company~~ Trust Company in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses
and purposes mentioned in said mortgage deed.
NOW, THEREFORE, Know All Men by These Presents, That said ~~The Mercantile Trust Company~~ Trust Company, Trustee of the aforesaid mortgage
deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Land Company to said Trust Company for the
uses and purposes aforesaid, doth hereby Remise, Release and forever Quit Claim, subject to the exceptions, reservations and conditions above
written, unto the said ~~John Maurice Harrison~~ John Maurice Harrison the real estate
described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the 28th day
of June, 1898.

all real estate, situate, lying and
being
of August 1911
of New York
to the State of New
York known
to be correct
to every species
in the State
of New York
and
in the State of
New York

In Witness Whereof, The said grantor, The Union Pacific Land Company,
has caused these presents to be sealed with its corporate seal, and to be signed
by its President, attested by its Secretary, and countersigned by its General
Manager and its Auditor, or Assistant Auditor, and said ~~The Mercantile
Trust Company~~ Trust Company, under said mortgage deed of June 28, 1898, has caused
these presents to be sealed with its corporate seal, and to be signed by its
Vice-President, who is thereto duly authorized and empowered by the
Bylaws of the Company and by resolution of its Board of Directors, this
7th day of May A. D. 1912
Attest: ~~John Maurice Harrison~~ Secretary



THE UNION PACIFIC LAND COMPANY.
By ~~John Maurice Harrison~~ President.
~~The Mercantile Trust Company~~ TRUST COMPANY, Trustee,
By ~~John Maurice Harrison~~ Vice-President.
Attest: ~~John Maurice Harrison~~ Secretary



STATE OF NEW YORK, ss.
County of New York.

Be It Remembered, That on this 7th day of May A. D. 1912 before
me, a Notary Public, in and for said County, appeared The Union Pacific Land Company, by
~~John Maurice Harrison~~ President, 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 execution
and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 7th day of
May A. D. 1912, at the City of New York, in said County and State.
My commission expires March 30, 1913
Notary Public.

STATE OF NEW YORK, ss.
County of New York.

Be It Remembered, That on this 10th day of May A. D. 1912 before
me, a Notary Public, in and for said County, appeared ~~The Mercantile Trust Company~~, by
~~John Maurice Harrison~~ its Vice-President, who is personally known to me to be the identical person
whose name is subscribed to the foregoing instrument as said Vice-President, and then and there acknowledged the
execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 10th day of
May A. D. 1912, at the City of New York, in said County and State.
My commission expires March 30, 1912
Notary Public.

Notary Public.

59 West of the Sixth Principal
Mines (639)
dished upon, over and across the
of the railroad of Union Pacific
r which may be supposed to be
by anyone.
such oil, coal or other minerals,
prospect places or mines and for
removal therefrom of oil, coal,
of construction, and to make any
condition that said grantee, his
of the said four hundred (400)
all the rights and appurtenances
venant with the said grantee that
and hath good right to sell and

Recorded at 250 o'clock P M FEB 22 1972
Reception No. 1274713 MARJORIE PAGE, Recorder

DUPLICATE ORIGINAL
CHAMPLIN COPY
Rev. 8-16-71

BOOK 1996 PAGE 172

SURFACE OWNER'S AGREEMENT

THIS AGREEMENT, made and entered into this 9th
day of December, 1971, by and between
STANLEY BIXLER, a married man, of Deer Trail, Colorado,

(hereinafter for convenience called the "Land Owner"), and CHAMPLIN
PETROLEUM COMPANY (hereinafter for convenience called "Champlin");

W I T N E S S E T H:

RECITALS:

Land Owner is the owner of the following described premises
hereinafter referred to as "described premises":

All of Section One (1), Township Five (5) South,
Range Fifty-nine (59) West of the Sixth Principal
Meridian, Arapahoe County, Colorado.

SUBJECT, however, to exceptions and reservations of minerals and rights of entry and of surface use contained in a certain deed or deeds of conveyance, as follows: Warranty Deed No. 4112 dated May 7, 1912, from The Union Pacific Land Company to John Thomas Noonan, recorded May 21, 1912, in Book 66 at Page 10 in the office of the Clerk and Recorder of Arapahoe County, Colorado.

Union Pacific Railroad Company was the successor in interest to The Union Pacific Land Company.

Champlin is successor in interest to all the right, title, and interest of Union Pacific Railroad Company in and to the oil, gas, and associated liquid hydrocarbons in said premises for a term or period equal to or exceeding the term of this Surface Owner's Agreement.

Champlin proposes for Champlin or its agents, lessees, licensees, successors, or assigns to prospect upon and explore the described premises for the development and production of oil, gas, and associated liquid hydrocarbon substances either on Champlin's behalf or under or pursuant to an oil and gas lease or license, or under or pursuant to a "unitization agreement," meaning here and wherever that term is used herein any operating agreement, or any other agreement covering the exploration or development for or the production of oil, gas, or associated liquid hydrocarbons, or any pooling, communitization, unit or other agreement whereby the described premises may be included with other lands in proximity thereto as a unit area under a plan of unit or joint exploration, development, and operation.

AGREEMENT:

NOW, THEREFORE, it is agreed as follows:

Section 1. In consideration of the mutual benefits and of the sum of Ten Dollars (\$10) paid by Champlin to Land Owner, receipt whereof is hereby acknowledged, Land Owner hereby confirms, extends, and grants to Champlin, its agents, lessees, licensees, successors, and assigns, including any operator or unit operator from time to time in charge of operations under a unitization agreement, and their respective successors and assigns, the easements and rights to enter upon the described premises and to drill, construct, maintain and use upon, within, and over said premises all oil wells, gas wells, derricks, machinery, tanks, drips, boilers, engines, pipe, power and telephone lines, roadways, water wells, and, without limitation by reason of the foregoing enumeration, any and all other structures, equipment, fixtures, appurtenances, or

facilities (all the above being included under the term "facilities") necessary or convenient in prospecting and developing for, producing, storing, transporting, and marketing oil, gas, and associated liquid hydrocarbon substances under or produced from any portion of the described premises or under or produced from any portion of the unit area created under a unitization agreement, together with the right to remove said facilities and the right to use such water as may be needed from the described premises, not including water from Land Owner's wells.

Section 2. Champlin agrees, so long as it is receiving oil and/or gas production from or oil and/or gas royalties upon production from the described premises or allocated thereto under the provisions of a unitization agreement, to pay or cause to be paid to the Land Owner in cash the value on the premises of two and one-half percent (2 1/2%) of all the oil and gas and associated liquid hydrocarbons hereafter produced, saved, and marketed therefrom or allocated thereto as aforesaid, except oil and gas and associated liquid hydrocarbons used in operations on the premises or used under the unitization agreement, and except that as to casinghead gasoline and other products manufactured from gas there shall be deducted the cost of manufacture; provided, however, that during any time the described premises or any portion thereof are included within the boundaries of a participating, pooled, or communitized area, (to which inclusion Land Owner expressly consents) and there is no provision for the payment of royalties to Champlin but it participates in the production from the pooled, communitized, or unit area as a working interest owner, then the two and one-half percent (2 1/2%) above set forth shall be applied to that percentage of the total production from such area which is allocated to the described premises.

When production of oil from lands under several surface ownerships is commingled in one central tank setting for practical operating reasons, periodic individual well tests may be made to compute the quantities of commingled oil properly allocable to each well, and the two and one-half percent (2 1/2%) payment provided herein shall be payable upon the quantities apportioned to each well as reported to Champlin in full satisfaction of the obligations of Champlin under this Section 2.

Section 3. Should the described premises or any portion thereof at any time be committed to a unitization agreement, the operator or unit operator under such agreement may exercise the rights granted under Section 1 hereof during the period ending with the fifth calendar year following the date of this agreement without compensation to the Land Owner other than payment as above provided, but after said period if such operator shall install or maintain any facilities other than pipe or pole lines upon the described premises during any calendar year, it shall pay Land Owner One Dollar (\$1.00) per acre for the acreage used during any part of that calendar year, if such use substantially deprives the Land Owner of the use of such acreage. The above amount of One Dollar (\$1.00) per acre shall be subject to upward revision upon a showing by the Land Owner that the land involved has theretofore earned and is capable of earning a greater sum per acre.

Section 4. Nothing herein contained shall be construed as a covenant to drill by Champlin, its agents, lessees, licensees, successors, or assigns, or by any operator or unit operator, or as a grant to Land Owner of oil or gas rights or rights in other associated liquid hydrocarbons.

Section 5. Champlin, its agents, lessees, licensees, successors, and assigns, including the operator or unit operator under a unitization agreement, shall be required: (a) to pay for all damage to Land Owner's lands, buildings, and growing crops caused by the erection or construction of facilities to be used in connection with oil or gas or associated liquid hydrocarbon operations; (b) to bury all pipe lines below plow depth where such lines cross cultivated land; and (c) to construct gates or at its option install cattle guards where necessary for crossing fenced land in connection with exploration, development, or producing operations and, where an election has been made to construct gates in lieu of cattle guards, to keep such gates in repair and closed.

Section 6. Other than the payments to be made as aforesaid, the Land Owner shall not be entitled to any other or additional payments as a result of the conduct of operations upon the described premises.

Section 7. Subject to the provisions of Section 9 hereof, it is agreed that the covenants to pay the sums provided in Sections 2, 3, and 5 hereof shall be covenants running with the surface ownership of the described premises and shall not be held or transferred separately therefrom, and any sums payable under this agreement shall be paid to the person or persons owning the surface of the described premises as of the date the oil or gas

or associated liquid hydrocarbon production is marketed. Champlin shall not, however, become obligated to make such payments to any subsequent purchaser of the described premises and shall continue to make such payments to the Land Owner until the first day of the month following the receipt by Champlin of notice of change of ownership, consisting of the original or certified copies of the instrument or instruments constituting a complete chain of title from the Land Owner to the party claiming such ownership, and then only as to payments thereafter made.

Section 8. The easements, rights, and uses herein shall be binding upon the described premises and each and every part thereof, and the present and future owners thereof, and shall continue for the benefit of the present or future owners of the oil and/or gas and/or associated liquid hydrocarbon rights in the described premises and each and every part thereof and their agents, lessees, licensees, successors, and assigns, including any operator or unit operator, and for the benefit of other lands within any unit area within which the described premises, or any portion thereof may be included, and each and every part thereof.

Section 9. This agreement shall be in full force and effect from and after execution and delivery and shall continue in full force and effect for a period of one (1) year and so long thereafter as the oil and gas rights in the described premises are committed to an oil and gas lease or license or to a unitization agreement, or so long as a well capable of producing oil or gas or associated liquid hydrocarbons is located upon the described premises, or drilling or reworking operations are being conducted thereon, and, upon termination of such lease, license, or unitization agreement, or upon abandonment of such well, or upon cessation of such drilling or reworking operations, whichever last occurs, this agreement shall terminate; provided, however, that such termination shall neither affect nor terminate the rights, expressed or implied, in the deed or deeds referred to in the Recitals hereof.

Section 10. Subject to the provisions of Sections 7 and 9 hereof, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

~~Section 11. _____ wife of the above-named Land Owner, does hereby join with her husband in the execution of the foregoing agreement, hereby releasing and waiving all right of homestead and dower in and to the lands above described.~~

IN WITNESS WHEREOF, the parties hereto have executed this

Rev. 8-16-71

BOOK 1996 PAGE 177

agreement as of the day and year first above written.


ASSISTANT Secretary

CHAMPLIN PETROLEUM COMPANY

By DO Churchill
Vice President

Witness/Attest:

STANLEY BIXLER - Land Owner
Stanley Bixler

Witness/Attest:

INDIVIDUAL ACKNOWLEDGMENT

State of Colorado)
County of Arapahoe) ss

On this 9th day of December, 1971,

before me personally appeared STANLEY BIXLER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



My commission expires Dec 17-1973

Gene M. Rice
Notary Public

Residing at Strasburg, Colo.

INDIVIDUAL ACKNOWLEDGMENT

State of)
County of) ss

On this _____ day of _____, 19____,

before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as free act and deed.

My commission expires _____

Notary Public

Residing at _____

Recorded at 202 o'clock

EASEMENT CONTRACT

MAY 23 1974
1424779 MARJORIE PAGE, Recorder

BOOK 2240 PAGE 779

FOR AND IN CONSIDERATION OF THE SUM OF Nine Hundred Eighty-five DOLLARS (\$ 985.00), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants to AMOCO PIPELINE COMPANY, a

Maine corporation, its successors and assigns, herein called Grantee, an easement for the purpose from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a pipeline or pipelines for the transportation of oil, gas, water, any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over, and through the following described land located in Arapahoe County, State of Colorado, to wit:

Located in Section 1, Township 5 South, Range 59 West of the 6th P. M.; East half (E½) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P. M.

Centerline and boundaries of easement being more particularly described in plat attached hereto and made a part hereof as Attachments No. 1 and No. 2.

~~SECTION~~ ~~TOWNSHIP~~ ~~RANGE~~
together with the right of ingress and egress to and from said pipeline or pipelines, or any of them, on, over, and across said land and adjacent land of Grantor with the further right to maintain the easement herein granted clear of trees, undergrowth, and brush to the extent Grantee deems necessary to the exercise of the rights granted herein.

Grantor shall be paid an additional consideration calculated on the basis of \$3.00 per lineal rod for ~~each~~ ^{one} pipeline constructed ~~from time to time~~ under this grant ~~and construction of the pipeline~~. It is agreed that all of said pipelines shall be located within a strip of land fifty (50) feet in width, the center line of which shall be the center line of the ~~first~~ pipeline hereafter installed by Grantee on, over, and through said lands.

Grantor shall have the right to use and enjoy the above described premises; provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or other structure over or on said easement. Grantee agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted; provided, however, that after the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them.

Any pipeline or pipelines constructed under this grant across lands under cultivation shall be buried to such a depth as will not interfere with ordinary cultivation at the time of construction.

The terms, conditions, and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, so long as said easement is used for the purposes granted herein.

Grantee agrees not to use any land outside the granted easement for any purpose.

Grantor shall have the right to build structures on the easement, but not closer than 15 feet from the centerline of said easement. Grantee agrees to reseed the right of way after construction.

IN WITNESS WHEREOF, Grantor has executed this instrument this 28th day of

March, 19 74.

Signed, sealed, and delivered in the presence of:

Stanley Bixler
Stanley Bixler (Seal)

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

THE STATE OF Colorado
COUNTY OF Morgan } ss

BOOK 2240 PAGE 780

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Stanley Butler and _____ known to me to be the person _____ who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4th day of April, A.D. 1974.

My commission expires:

7/11/76

Barbara Fries

Barbara Fries

Notary Public

ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____ } ss

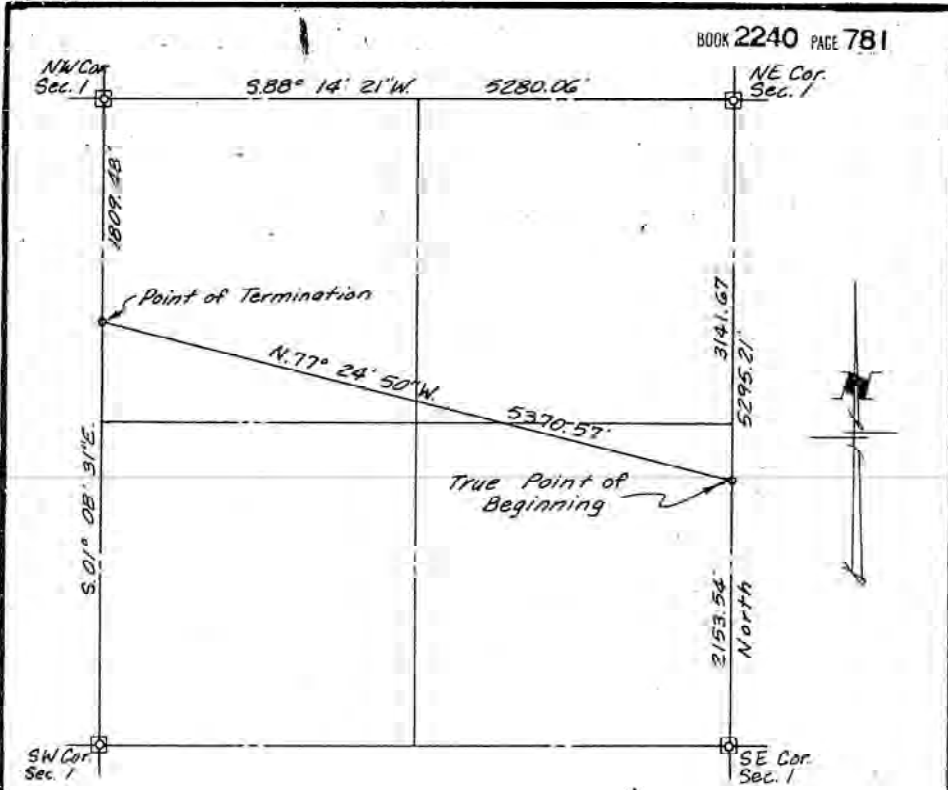
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ known to me to be the person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19____.

My commission expires:

Notary Public

Series _____
Line No. _____
FROM _____
TO _____
Line _____



SECTION 1 TOWNSHIP 5 S. RANGE 59 W.

ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION

A FIFTY FOOT (50') PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEY OF CENTERLINE:
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 59 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN ARAPAHOE COUNTY, COLORADO AND CONSIDERING THE EAST LINE OF SAID SECTION 1 TO BEAR NORTH WITH ALL OTHER BEARINGS HEREIN BEING RELATIVE THERETO:
 THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1, 2153.54 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 77° 24' 50" WEST, 5370.57 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 1, SAID POINT BEING THE POINT OF TERMINATION;
 SAID EASEMENT IS 5370.57 LINEAL FEET, MORE OR LESS;
 SAID EASEMENT CONTAINS 6.16 ACRES, MORE OR LESS;

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY, UNDER MY PERSONAL SUPERVISION, THIS PLAT AND LEGAL DESCRIPTION WERE PREPARED ON MARCH 25, 1974.

Gerald F. Worrall
 GERALD F. WORRALL,
 REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 9857



AMOCO PIPELINE COMPANY

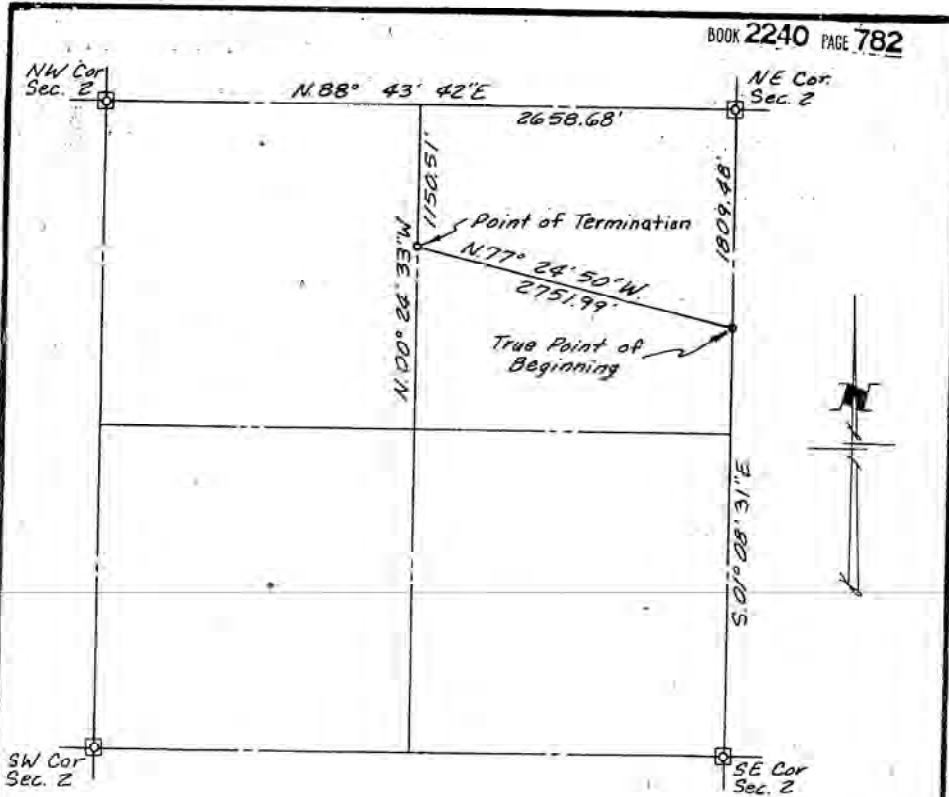
WATTENBERG - BUSHTON 6 INCH PIPE LINE

DATE: 3-26-74	SCALE: 1"=1000'
DRAWN: J.S.	NHPQ-4000
CHECKED: MEW	APPROPRIATION NUMBER
APPROVED: MEW	A 90097

NELSON, HALEY, PATTERSON, & QUIRK, INC.
 GREELEY, GRAND JUNCTION, DENVER, COLORADO

PROJECT NO.
 74-1-SUR-0105

ATTACHMENT No. 1



SECTION 2 TOWNSHIP 55 RANGE 59 W.

ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION

A FIFTY FOOT (50') PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEY OF CENTERLINE:
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 59 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN ARAPAHOE, COLORADO AND CONSIDERING THE EAST LINE OF SAID SECTION 2 TO BEAR SOUTH 01° 08' 31" EAST WITH ALL OTHER BEARINGS HEREIN BEING RELATIVE THERETO:
 THENCE SOUTH 01° 08' 31" EAST ALONG THE EAST LINE OF SAID SECTION 2, 1809.48 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 77° 24' 50" WEST, 2751.99 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (E1/2) OF SAID SECTION 2, SAID POINT BEING THE POINT OF TERMINATION;
 SAID EASEMENT IS 2751.99 LINEAL FEET, MORE OR LESS.
 SAID EASEMENT CONTAINS 3.16 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY, UNDER MY PERSONAL SUPERVISION THIS PLAN AND LEGAL DESCRIPTION WERE PREPARED ON MARCH 25, 1974.

Gerald F. Worrall

GERALD F. WORRALL,
 REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 9857



AMOCO PIPELINE COMPANY

WATTENBERG - BUSHTON 6 INCH PIPE LINE

DATE: 3/26/74	SCALE: 1"=1000'
DRAWN: JS	NHPD #4000
CHECKED: MEW	APPROPRIATION NUMBER
APPROVED: MEW	A 90097

NELSON, HALEY, PATTERSON, & QUIRK, INC.
 BREELEY, GRAND JUNCTION, DENVER, COLORADO

PROJECT NO.
 7415UR0105

ATTACHMENT No. 2

RETURN RECORDED DOCUMENTS TO:
Williams Communications, Inc.
9250 E. Costilla Ave., Suite 650
Englewood, CO 80112

AB212975
12/28/98 16:20:42
PG: 0001-007
36.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

36⁰⁰

SUPPLEMENTAL AGREEMENT

TRACT NO. CO-AR-013

THIS SUPPLEMENTAL AGREEMENT, made this 21st day of December, 1998, between Ritchey Land & Cattle CO., Inc., a corporation organized & existing under the laws of the State of Colorado, of _____, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma ("Grantee").

WHEREAS, by Easement contract dated the 28th day of March, 1974, and recorded in Littleton, County of Arapahoe, State of Colorado, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Arapahoe County, State of Colorado, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee's predecessor in interest partially assigned certain interests in and to a portion of Right-of-Way and perpetual easement to Grantee, said portion being more particularly described on the attached EXHIBIT "B" and hereafter referred to as the "Williams Right-of-Way"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof acknowledged it is agreed by and between the parties hereto that the original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee the right to construct, maintain, inspect, operate, protect, repair, replace, or remove underground communications systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space within the defined fifty (50') foot permanent easement as may be reasonably necessary, such temporary workspace to be restricted to the area of the permanent easement as set forth in Exhibits "A" and "B".

Except as herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

All installations except line markers will be underground. The facilities will be buried to a depth of not less than forty-eight (48") inches measured from the top of the facilities to the average level of the original ground on each side thereof.

TRACT NO. CO-AR-013

E. B. R

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.

Grantee agrees that as soon as practicably possible, and subsequent to the installation of the underground communications facilities, to provide to Grantor an "As-Built Survey Plat" that will locate and depict said facilities.

The term of this easement shall be for as long as said communication system is operated and/or maintained. If said communication system is not so operated and/or maintained by Grantee or its successors or assigns for a period of seven (7) years, the easement interest in the lands covered by this Easement shall be deemed abandoned and shall automatically revert to the Grantor or then owner of said lands and shall merge with Grantor's fee ownership. In the case of such abandonment of the Easement, Grantee hereby agrees, if so requested, to execute an instrument in recordable form evidencing such abandonment and revert to Grantor.

Grantee shall cause reasonable payment to be made to Grantor for actual damages caused by or resulting from the initial installation, maintenance, inspection, repair, replacement, or removal of said underground communications facilities.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions, and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or part. GRANTOR represents that the above-described premise is rented to Non-Applicable, whose tenancy expires Non-Applicable.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESSES:

Loni J Davis

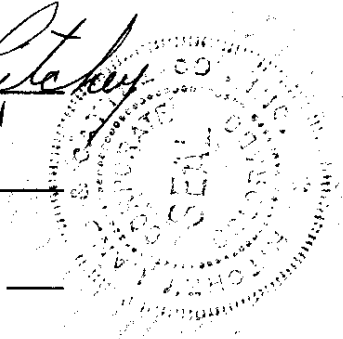
GRANTOR(S):

Ritchey Land & Cattle CO. Inc.

By: Eugene B. Ritchey
EUGENE B. RITCHEY

Its: President

Taxpayer Identification Number



GRANTEE:

WILLIAMS COMMUNICATIONS, INC.

Amber Reeves

Amber Reeves

ACKNOWLEDGMENT(S)

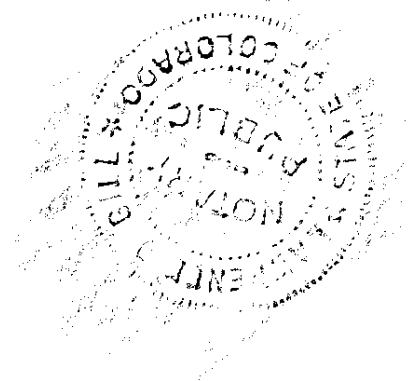
3-7

STATE OF COLORADO)
) §
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 22 day of DEC, A.D. 1998 by EUGENE B. RITCHEY as PRESIDENT of RITCHEY LAND & CATTLE CO., INC. corporation, on behalf of the corporation.

Lawrence Gail
Notary Public

My Commission expires: MAY 24, 2002



STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 19____ by _____ as _____ of _____ corporation, on behalf of the corporation.

Notary Public

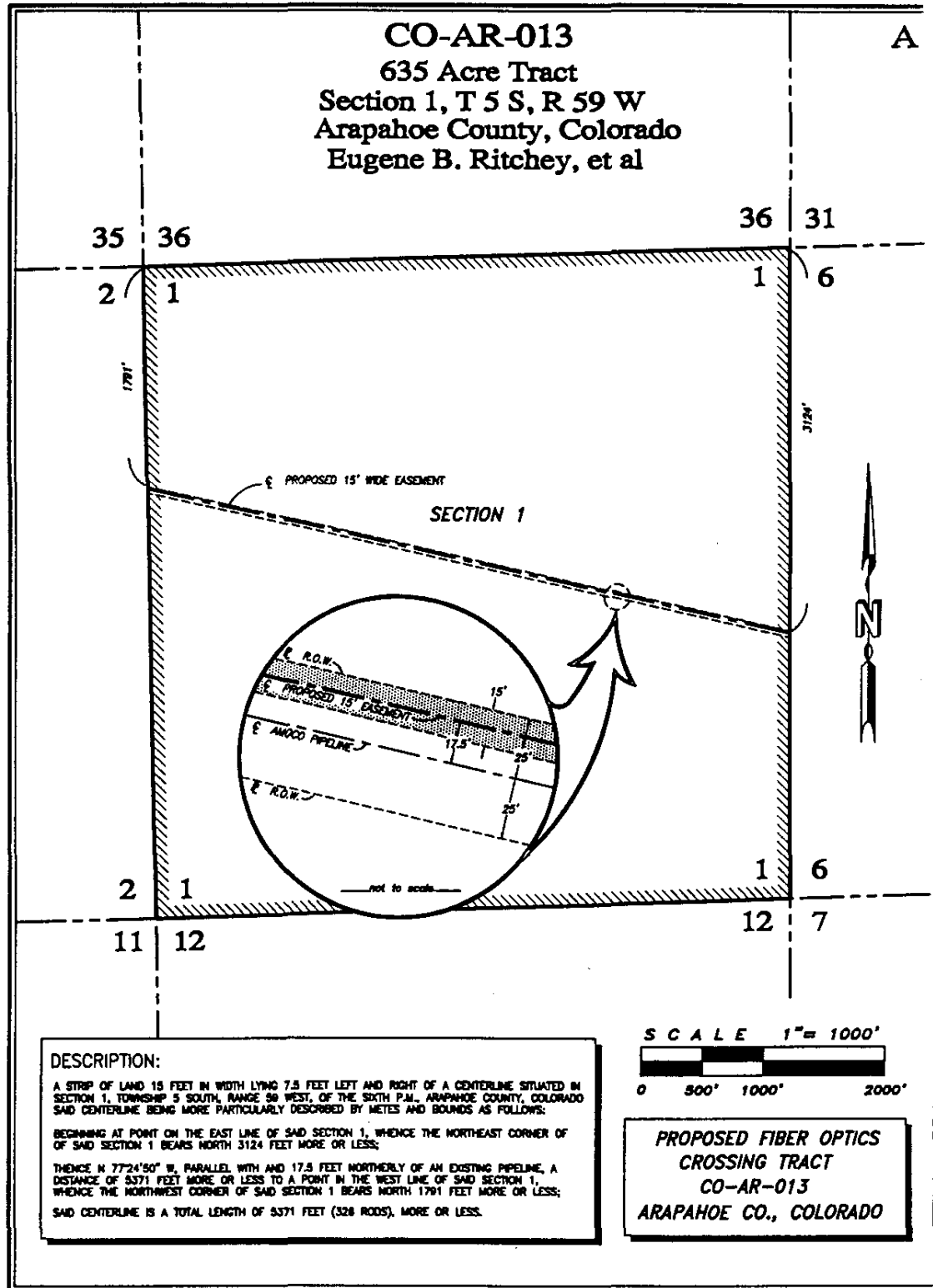
My Commission expires: _____

Notary Public

My Commission expires: _____

47


EXHIBIT "A"



PROJECT NUMBER: 3041188A.DWG	PREPARED FOR:
REVISIONS:	DATE:

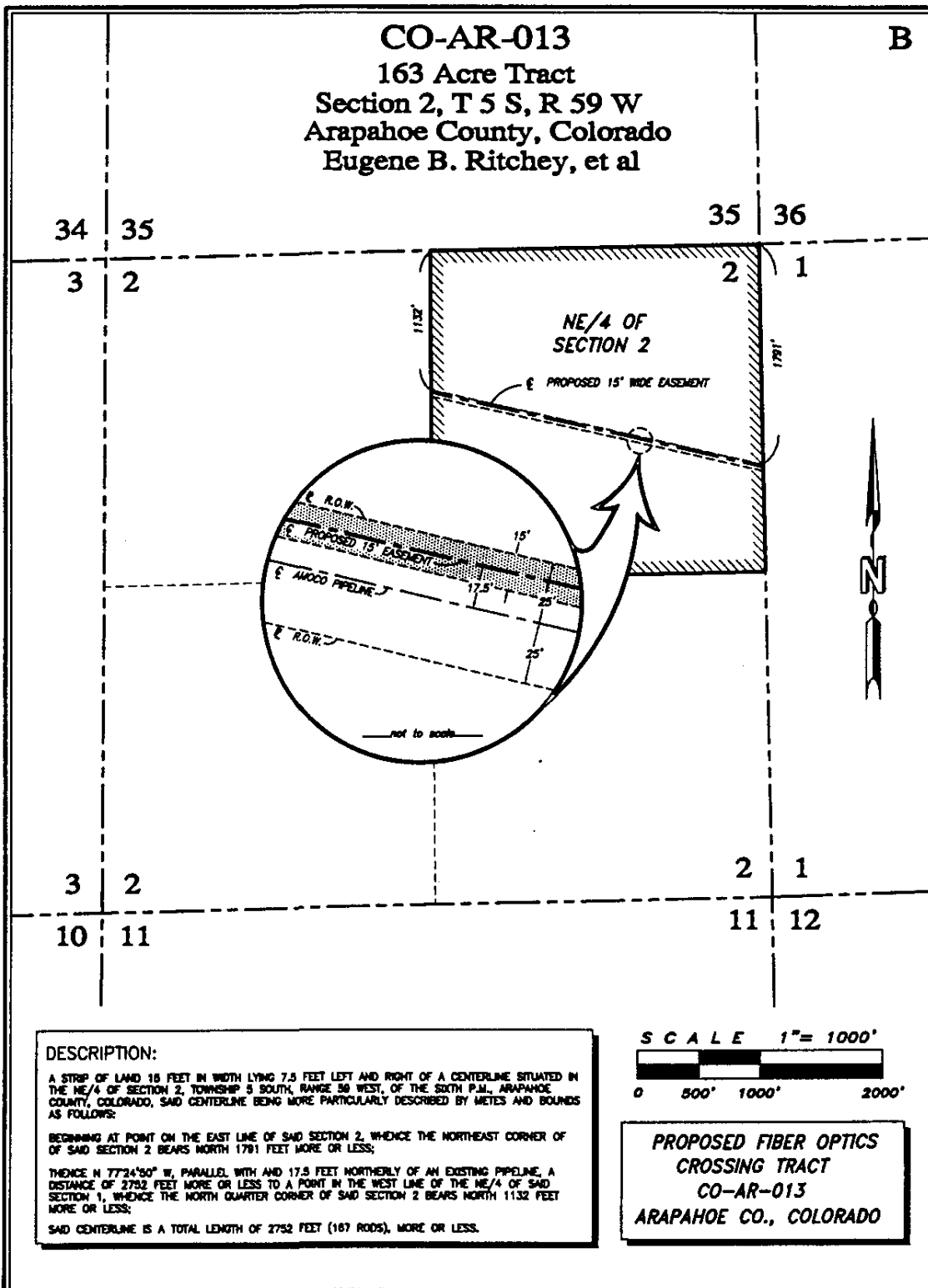
Williams
 COMMUNICATIONS GROUP
 Network Services

PREPARED BY:



**GRESHAM &
 ASSOCIATES, INC.**
 SURVEYING & MAPPING

7180 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone: (806) 358-8948 Fax: (806) 358-8717



PROJECT NUMBER: 35411068.DWG	
REVISION:	DATE:

PREPARED FOR:

Williams

COMMUNICATIONS GROUP
Network Services

PREPARED BY:

GRESHAM & ASSOCIATES, INC.
SURVEYING & MAPPING

7100 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone: (806) 359-9648 Fax: (806) 359-9717

EXHIBIT "C"

Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M., Arapahoe County, Colorado.

7-7

EXHIBIT "D"

Amoco Pipeline company has assigned to Williams Communications, Inc. for its use the most northerly 15 feet of its existing easement.

RETURN RECORDED DOCUMENTS TO:
Williams Communications, Inc.
9250 E. Costilla Ave., Suite 650
Englewood, CO 80112

A9003689
1/07/99 15:47:52
PG: 0001-007
36.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

00

SUPPLEMENTAL AGREEMENT

TRACT NO. CO-AR-013

THIS SUPPLEMENTAL AGREEMENT, made this 21st day of December, 1998, between Ritchey Land & Cattle CO., Inc., a corporation organized & existing under the laws of the State of Colorado, of _____, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma ("Grantee").

WHEREAS, by Easement contract dated the 28th day of March, 1974, and recorded in Littleton, County of Arapahoe, State of Colorado, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Arapahoe County, State of Colorado, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee's predecessor in interest partially assigned certain interests in and to a portion of Right-of-Way and perpetual easement to Grantee, said portion being more particularly described on the attached EXHIBIT "B" and hereafter referred to as the "Williams Right-of-Way"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof acknowledged it is agreed by and between the parties hereto that the original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee the right to construct, maintain, inspect, operate, protect, repair, replace, or remove underground communications systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space within the defined fifty (50') foot permanent easement as may be reasonably necessary, such temporary workspace to be restricted to the area of the permanent easement as set forth in Exhibits "A" and "B".

Except as herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

All installations except line markers will be underground. The facilities will be buried to a depth of not less than forty-eight (48") inches measured from the top of the facilities to the average level of the original ground on each side thereof.

TRACT NO. CO-AR-013

E. B. R.

2/1

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.

Grantee agrees that as soon as practicably possible, and subsequent to the installation of the underground communications facilities, to provide to Grantor an "As-Built Survey Plat" that will locate and depict said facilities.

The term of this easement shall be for as long as said communication system is operated and/or maintained. If said communication system is not so operated and/or maintained by Grantee or its successors or assigns for a period of seven (7) years, the easement interest in the lands covered by this Easement shall be deemed abandoned and shall automatically revert to the Grantor or then owner of said lands and shall merge with Grantor's fee ownership. In the case of such abandonment of the Easement, Grantee hereby agrees, if so requested, to execute an instrument in recordable form evidencing such abandonment and revert to Grantor.

Grantee shall cause reasonable payment to be made to Grantor for actual damages caused by or resulting from the initial installation, maintenance, inspection, repair, replacement, or removal of said underground communications facilities.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions, and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or part. GRANTOR represents that the above-described premise is rented to Non-Applicable, whose tenancy expires Non-Applicable.

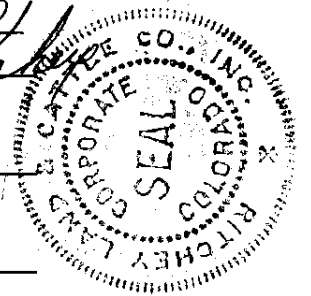
IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESSES:

Loni J Davis

GRANTOR(S):
Ritchey Land & Cattle CO. Inc.

By: Eugene B. Ritchey
EUGENE B RITCHY
Its: President
PRESIDENT



Taxpayer Identification Number

GRANTEE:
WILLIAMS COMMUNICATIONS, INC.

Amber Reeves

Amber Reeves

ACKNOWLEDGMENT(S)

3/7

STATE OF COLORADO)
COUNTY OF ADAMS) §

The foregoing instrument was acknowledged before me this 22 day of DEC. A.D. 19 98 by EUGENE B. RITCHEY as PRESIDENT of RITCHEY LAND & CATTLE CO., INC. corporation, on behalf of the corporation.

Lawrence D. Hill
Notary Public

My Commission expires: MAY 24, 2002



STATE OF _____)
COUNTY OF _____) §

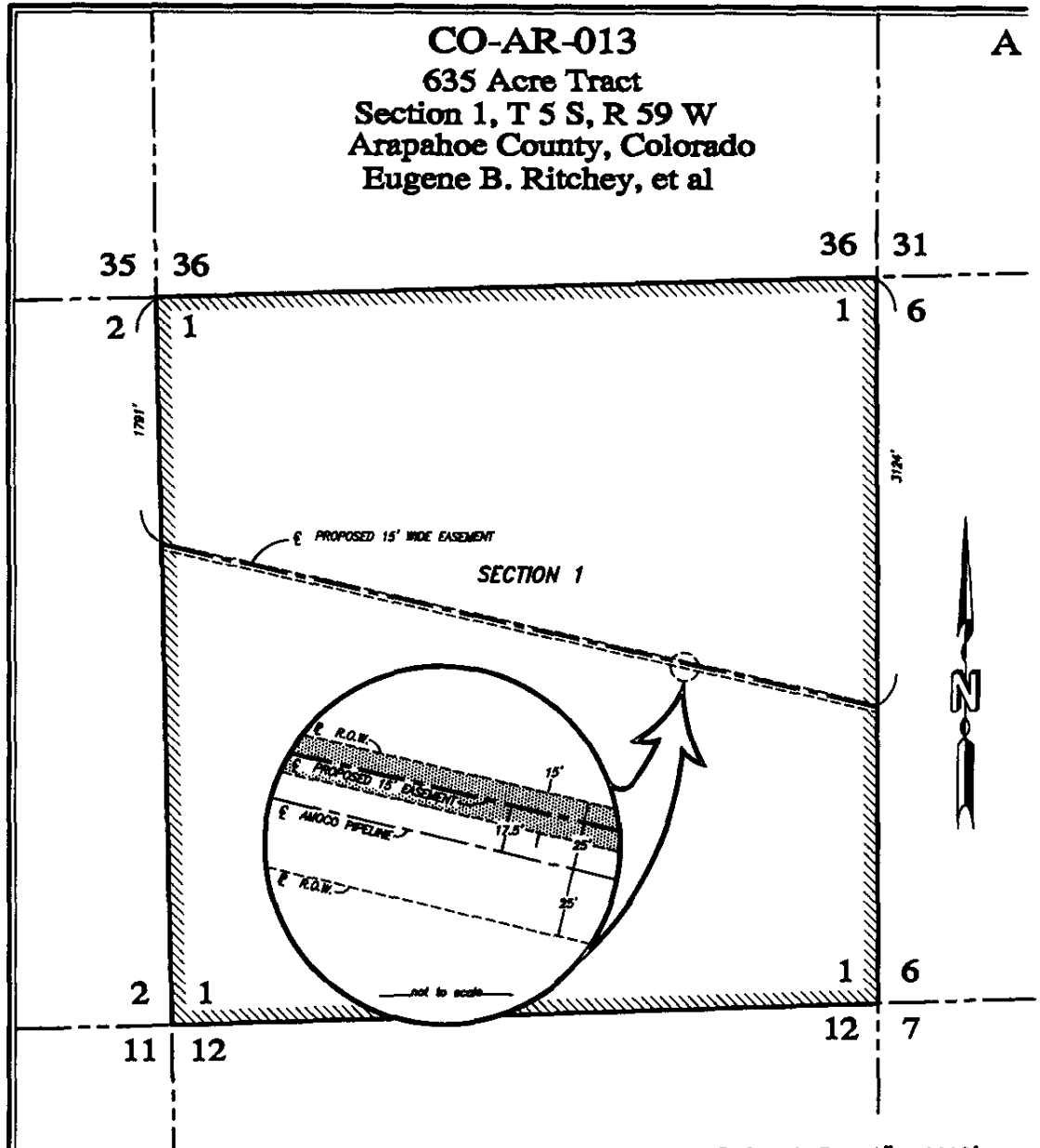
The foregoing instrument was acknowledged before me this ____ day of _____ A.D. 19 ____ by _____ as _____ of _____ corporation, on behalf of the corporation.

Notary Public
My Commission expires: _____

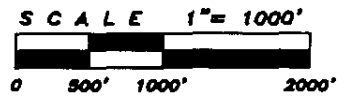
Notary Public
My Commission expires: _____

EXHIBIT "A"

4/7



DESCRIPTION:
A STRIP OF LAND 15 FEET IN WIDTH LYING 7.5 FEET LEFT AND RIGHT OF A CENTERLINE SITUATED IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 59 WEST, OF THE SIXTH P.M., ARAPAHOE COUNTY, COLORADO SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT POINT ON THE EAST LINE OF SAID SECTION 1, WHENCE THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 3124 FEET MORE OR LESS;
THENCE N 77°24'50" W, PARALLEL WITH AND 17.5 FEET NORTHERLY OF AN EXISTING PIPELINE, A DISTANCE OF 5371 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 1, WHENCE THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 1791 FEET MORE OR LESS; SAID CENTERLINE IS A TOTAL LENGTH OF 5371 FEET (326 RODS), MORE OR LESS.



**PROPOSED FIBER OPTICS
CROSSING TRACT
CO-AR-013
ARAPAHOE CO., COLORADO**

PROJECT NUMBER: 3641198A200	PREPARED FOR:
REVISIONS:	DATE:

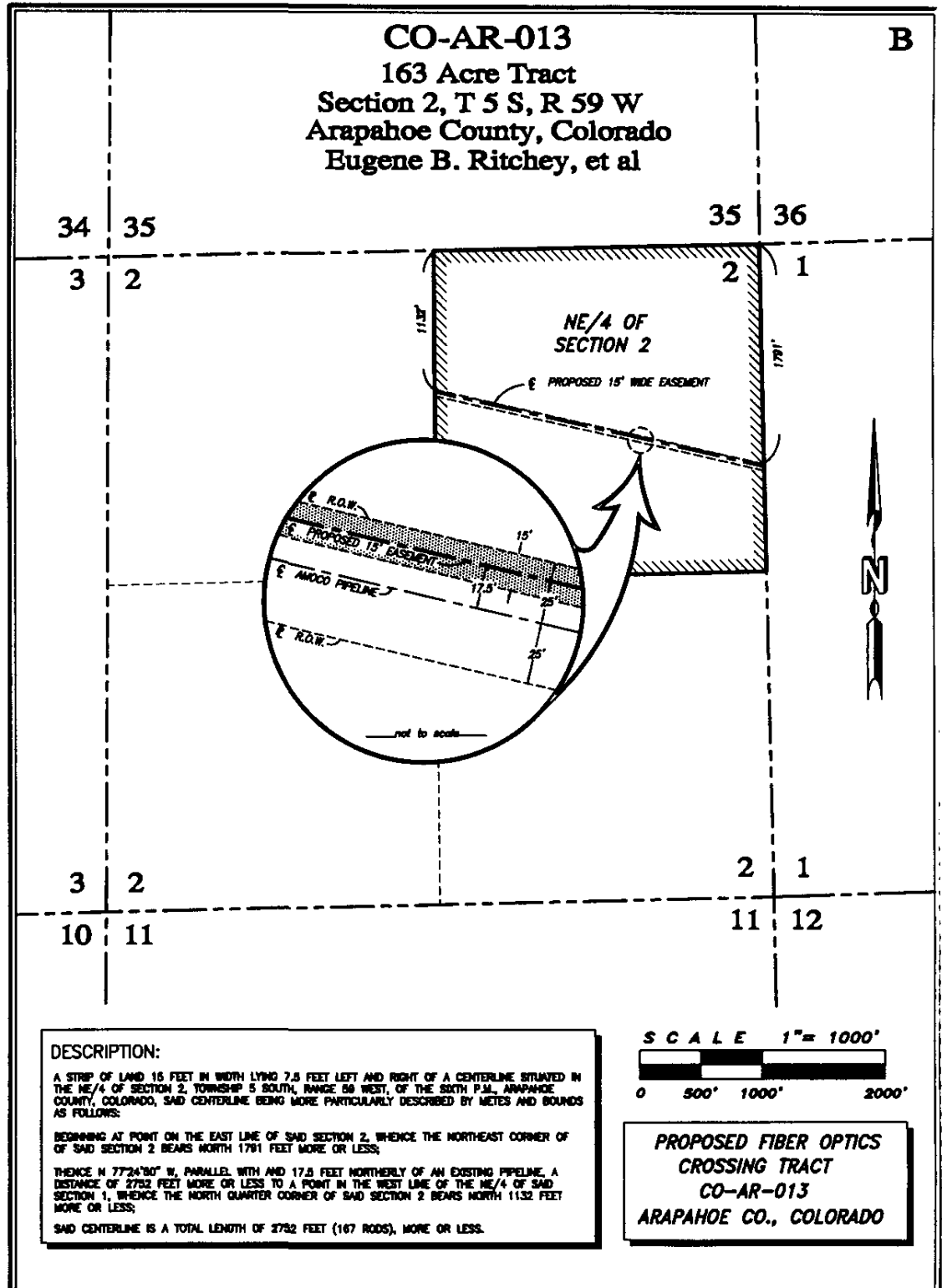
Williams
COMMUNICATIONS GROUP
Network Services

PREPARED BY:

GRESHAM & ASSOCIATES, INC.
SURVEYING & MAPPING
7100 I-60 West, Suite 100
Phoenix (602) 568-0000
Amarillo, Texas 79106
Fax: (806) 568-0717

5/7

EXHIBIT "B"



DESCRIPTION:

A STRIP OF LAND 15 FEET IN WIDTH LYING 7.5 FEET LEFT AND RIGHT OF A CENTERLINE SITUATED IN THE NE/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 59 WEST, OF THE SIXTH P.M., ARAPAHOE COUNTY, COLORADO, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT ON THE EAST LINE OF SAID SECTION 2, WHENCE THE NORTHEAST CORNER OF SAID SECTION 2 BEARS NORTH 1791 FEET MORE OR LESS;

THENCE N 77°24'00" W, PARALLEL WITH AND 17.5 FEET NORTHERLY OF AN EXISTING PIPELINE, A DISTANCE OF 2752 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF THE NE/4 OF SAID SECTION 1, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 1132 FEET MORE OR LESS;

SAID CENTERLINE IS A TOTAL LENGTH OF 2752 FEET (167 RODS), MORE OR LESS.

**PROPOSED FIBER OPTICS
 CROSSING TRACT
 CO-AR-013
 ARAPAHOE CO., COLORADO**

PROJECT NUMBER: 3541108L.DWG	PREPARED FOR:
REVISION:	DATE:

Williams
 COMMUNICATIONS GROUP
 Network Services

**GRESHAM &
 ASSOCIATES, INC.**
 SURVEYING & MAPPING

7100 I-40 West, Suite 100 Amarillo, Texas 79106
 Phone: (806) 359-0628 Fax: (806) 359-0717

EXHIBIT "C"

6/7

Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M., Arapahoe County, Colorado.

7/7

EXHIBIT "D"

Amoco Pipeline company has assigned to Williams Communications, Inc. for its use the most northerly 15 feet of its existing easement.

8. Both parties agree that the terms and conditions of this contract shall be a covenant or covenants running with and against the land and running with and against the reservoir and reservoir rights described herein.
9. It is further agreed that the entire agreement between the parties is contained herein and that there are no other or different agreements to be relied upon. Both parties have been fully apprised by counsel of their respective rights in this matter and agree to be and are firmly bound in the future and forever under the terms of this contract.

THIS agreement shall be binding on the heirs, successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their names this 2nd day of August, A.D., 1970.

Richard Price Jr.

Ethel V. Price
First Parties

Stanley Bixler
Second Party

STATE OF COLORADO)
Arapahoe) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 21st day of Aug, A.D., 1970, by Ethel V. Price and Richard Price, Jr..
WITNESS my hand and official seal.
My commission expires Oct 13, 1972

John E. Franklin
Notary Public

STATE OF COLORADO)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 2nd day of Aug, A.D., 1970, by Stanley Bixler.
WITNESS my hand and official seal.
My commission expires 5/24/71

Robert Gundersen
Notary Public



Recorded at 140 o'clock P. OCT 11 1973

Reception 1385898 MARJORIE PAGE, Recorder

BOOK 2177 PAGE 765

AGREEMENT FOR COVENANTS

THIS AGREEMENT, made and entered into by and between ETHEL V. PRICE and RICHARD PRICE, JR., hereinafter referred to as first parties, and STANLEY BIXLER, hereinafter referred to as second party, WITNESSETH:

THAT the first parties are the owners of the following described water rights located on Deertrail Creek (also known as Muddy Creek) to wit:

1. Noonan Reservoir #2, Arapahoe Co., Colo. dated October 22, 1907, 115,970,000 cubic feet.
2. Enlarged Noonan Reservoir #2 and the J.T. Noonan Seepage Reservoir in Adams and Arapahoe Counties, Colorado, dated March 26, 1912 and May 1, 1912 respectively for 150,047,000 and 7,657,850 cubic feet respectively.

THAT the second party is the owner of the following described lands, situated in Arapahoe County, Colorado, to wit:

Sections 23, 25, and 36, Township 4 South, Range 59 W of the 6th P.M.; Sections 1 and 12, Township 5 S, Range 59 W of the 6th P.M.; Sections 6, 7 and the NE $\frac{1}{4}$ of Section 18, Township 5 S, Range 58 W of the 6th P.M.

THAT Deertrail Creek is the source of supply of the Noonan Decrees and that said creek traverses the lands described and owned by the second party.

THAT over the years the second party and his predecessors in title have placed stock dams, spreader dams and like structures on Deertrail Creek and its tributaries for the purpose of conserving water and using the same to irrigate meadows and have water for livestock.

THAT a dispute has arisen between the first parties and the second party concerning two specific dams, namely a dam located on Section 23, Township 4 S, Range 58 W of the 6th P.M., Arapahoe County, Colorado and a dam located in Section 36, Township 4 S, Range 59 W of the 6th P.M., Arapahoe County, Colorado. Both of said dams traverse Deertrail Creek and their construction and maintenance has been objected to by the first parties, claiming interference with the flow of said Deertrail Creek to the Noonan Reservoir.

In order to settle the disagreement of the parties and to make permanent an agreement as to these two particular dams, and as to other dams on the lands of the second party, the following agreement is made in consideration of the mutual covenants and agreements herein contained.

1. That the second party will not place any new dams or structures across Deertrail Creek on any of the lands owned by him.
2. That the second party will breach the large dam in Section 23, Township 4S, Range 59W of the 6th P.M., by back hoeing a 24" trench through the center of said dike and in the creek bed. If the breach above stated does not effectively breach said dam on out, then and in that event, first parties may request second party to breach the west end of said dike with an additional 24" trench, provided however that said request may not be made after the expiration of three years from date of this agreement and provided further however, that there has been sufficient rainfall to adequately test the effectiveness of said original breach. Adequate rainfall shall be defined as sufficient rain to cause a flow in Deertrail Creek sufficient to cause any one or more of the 18" tubes in the dams mentioned in paragraph 7 to flow at their full capacity.
3. That the second party will breach the large dam located in Section 36, Township 4S, Range 59W of the 6th P.M., in the same manner as described in the foregoing paragraph, and upon the same terms and conditions.

4. That the second party will not change any of the other dams or dikes located on his land, but shall have the right to maintain all of the other dams or dikes in their present condition.
5. Parties of the first part recognize the right of party of the second part to maintain all other dams on his property in as good a condition as they are now and they will make no demands for other or further breaching of said dams described herein or any other dams located upon the property of party of the second part.
6. The breaches proposed to be made in accordance with this agreement shall be made within a reasonable time and in no event longer than three months from the date of this agreement.
7. It is further agreed by and between the parties hereto that all remaining dams shall have 18" tubes in them with the exception of all dams that presently have no tubes. In the event that the dams with tubes are not maintained so that the tubes properly allow the flow of water through them, then the parties of the first part shall have the right to clear said tubes or in the event said tubes have collapsed party of the second part will replace said tubes to allow the flow of water retained by said dams; provided however, that if the parties of the first part shall first give party of the second part written notice of the condition of said dam or dams and sufficient time, to wit: three months, in which to rectify any said defect, then, upon failure of party of the second part to so rectify said dam or dams, parties of the first part may replace tubes at the expense of the party of the second part.

- 8. Both parties agree that the terms and conditions of this contract shall be a covenant or covenants running with and against the land and running with and against the reservoir and reservoir rights described herein.
- 9. It is further agreed that the entire agreement between the parties is contained herein and that there are no other or different agreements to be relied upon. Both parties have been fully apprised by counsel of their respective rights in this matter and agree to be and are firmly bound in the future and forever under the terms of this contract.

THIS agreement shall be binding on the heirs, successors, assigns and legal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their names this 31st day of August, A.D., 1970.

Richard Price Jr.

Ethel V. Price
First Parties

Stanley Bixler
Second Party

STATE OF COLORADO)
Arapahoe) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 31st day of Aug A.D., 1970, by Ethel V. Price and Richard Price, Jr.
WITNESS my hand and official seal.
My commission expires Oct 13, 1971

John E. Franklin
Notary Public

STATE OF COLORADO)
) ss
County of Morgan)

The foregoing instrument was acknowledged before me this 7th day of October, A.D., 1970, by Stanley S. Bixler.
WITNESS my hand and official seal.
My commission expires 12/31

Harold S. [Signature]
Notary Public

COLORADO LAND SURVEY MONUMENT RECORD
REPORT ONE MONUMENT ONLY ON THIS FORM

All items to be filled in by the Land Surveyor using black ink or typewriter. (Except)*

1. TYPE OF MONUMENT (Check one)
- Section Corner
 - Bench mark
 - Quarter Corner
 - Other _____

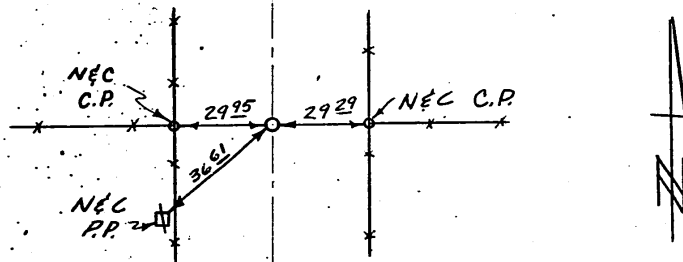
2. DESCRIPTION OF EVIDENCE FOUND, AND ORIGINAL RECORD CALL, IF KNOWN

3. DESCRIPTION OF MONUMENT AND/OR ACCESSORIES ESTABLISHED BY YOU TO PERPETUATE THE LOCATION OF THIS POINT. GIVE YOUR ESTIMATE OF POSITIONAL TOLERANCE IF NOT ORIGINAL, UNDISTURBED MONUMENT.

Date of Field Work 3/17/74

Set #4 Rebar w/cap on Line of Fence East-West
Split between R.O.W. Fence.

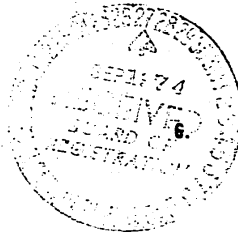
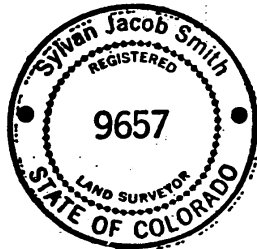
4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT AND REFERENCE POINTS. SHOW SUPPORTING AND/OR CONTRADICTIONARY EVIDENCE WHERE APPLICABLE.



5. CERTIFICATION
This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

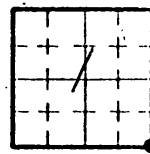
Surveyor's Seal

Signature



Sylvan J. Smith
Reg. No. 9657
Date 9-25-74

LOCATION DIAGRAM



*(Do not fill in) **1485631**
Accepted for Filing

State Board of Registration for Professional Engineers and Land Surveyors:

By Kathleen M. Taylor
Date February 12, 1975

RECEIVED AT OFFICE OF THE COUNTY CLERK,
ARAPAHOE COUNTY

By Marjorie Page
Date MAY 23 1976

Record to be filed by Index Reference Number, numerically, then alphabetically, under appropriate Township, Range, and Meridian.

SCALE 1" = 1 Mile
• = Location of Monument

1. SEC. 1, T 55, R 54W, G 6 P.M.

2. COUNTY Arapahoe INDEX REF. NO. 25-V
COUNTY 6 INDEX REF. NO. _____

COLORADO LAND SURVEY MONUMENT RECORD
REPORT ONE MONUMENT ONLY ON THIS FORM

All items to be filled in by the Land Surveyor using black ink or typewriter. (Except)*

1. TYPE OF MONUMENT (Check one) Section Corner Bench mark
 Quarter Corner Other _____

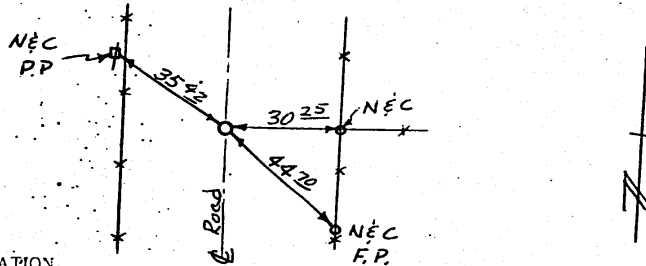
2. DESCRIPTION OF EVIDENCE FOUND, AND ORIGINAL RECORD CALL, IF KNOWN

3. DESCRIPTION OF MONUMENT AND/OR ACCESSORIES ESTABLISHED BY YOU TO PERPETUATE THE LOCATION OF THIS POINT. GIVE YOUR ESTIMATE OF POSITIONAL TOLERANCE IF NOT ORIGINAL, UNDISTURBED MONUMENT.

Date of Field Work 3/19/74

Set #4 Rebar/cap on Fence Line to East
± split of R.O.W. Fences

4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT AND REFERENCE POINTS. SHOW SUPPORTING AND/OR CONTRADICTORY EVIDENCE WHERE APPLICABLE.



5. CERTIFICATION

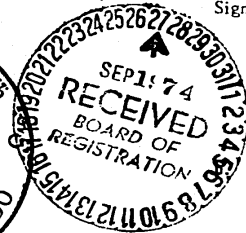
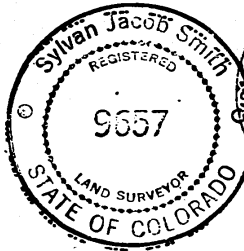
This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

Surveyor's Seal

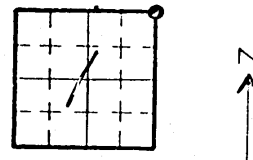
Signature Sylvan J. Smith

Reg. No. 9657

Date 9-25-74



LOCATION DIAGRAM



(Do not fill in) _____
 Accepted for Filing 1485632
 State Board of Registration for Professional Engineers and Land Surveyors:
 By Kathleen A. Juyless
 Date 9-10-75
 RECEIVED AT OFFICE OF THE COUNTY CLERK,
ARAPAHOE COUNTY
 By Marjorie Deane
 Date MAY 23 1975
 Record to be filed by Index Reference Number, numerically, then alphabetically, under appropriate Township, Range, and Meridian.

SCALE 1" = 1 Mile
• = Location of Monument

7. SEC. 1, T 55, R 59W, 6 P.M.
 8. COUNTY Arapahoe INDEX REF. NO. 25-2
 COUNTY _____ INDEX REF. NO. _____

7415020105-000

RETURN RECORDED DOCUMENTS TO:

George N. Otey, Manager, Property Administration
Williams Communications, Inc.
110 West 7th Street, Suite 500
Tulsa, Oklahoma 74119

B0062085
5/24/2000 16:20:15
PG: 0001-014
70.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("the Assignment Agreement") dated this 7th day of August 1998 between Amoco Pipeline Company, a Maine corporation having its main office at 28100 Torch Drive, Warrenville, Illinois (alternatively "Assignor" or "Amoco") and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma (alternatively "Assignee" or "Williams").

RECITALS

1. Amoco is the current owner of rights-of-way along a segment of its pipeline system extending from Bushton, Kansas to Wattenberg, Colorado ("Amoco's Right-of-Way") by virtue of numerous right-of-way grants, contracts, easements, licenses, permits, and other similar agreements (individually "Amoco Right-of-Way Contract" and collectively "Amoco Right-of-Way Contracts") under which Amoco owns and operates an interstate natural gas liquids pipeline ("the Pipeline").

2. Pursuant to the Co-Location Agreement dated the 7th day of August 1998, Williams has represented and warranted to Amoco that Williams shall secure appropriate landowner consent to permit the construction, ownership, operation, and maintenance of its Telecom Facilities within Amoco's Right-of-Way (as such capitalized terms are defined in the Co-Occupancy Agreement), along a route that is approximately 275 miles in length, and traversing the counties and legal descriptions more particularly set forth in the Exhibit "B," Schedule 1, attached hereto and incorporated by reference.

3. Amoco agrees to waive any objection to Williams constructing, owning, operating, and maintaining the Telecom Facilities within Amoco's Right-of-Way, based on certain terms, conditions, and agreements set forth in the Co-Occupancy Agreement and this Assignment and Assumption Agreement, and Williams is willing to accept and agree to such terms and conditions.

4. The parties desire to set forth in this Assignment Agreement certain terms and conditions governing Amoco's assignment of rights to Williams to construct, own, operate, and maintain such Telecom Facilities in the Williams Right-of-Way, together with Williams' duties and obligations under this Assignment Agreement;

NOW THEREFORE, for the consideration recited in the Co-Occupancy Agreement and herein, the parties agree as follows:

1. **PERMITTED ASSIGNMENT OF RIGHTS.** Insofar as Amoco has the legal right to do so, and subject to the terms and conditions contained in the Agreement, Amoco hereby assigns, transfers and conveys unto Williams a non-exclusive right and interest in a portion of Amoco's Right-of-Way, said portion being fifteen (15) feet in width, extending from Amoco's Line List number 148 to a terminus point near Assignor's Wattenberg Station (such exact location to Be determined by agreement of both parties subsequent to the execution of this Agreement), running parallel to and located within the northerly boundary of Amoco's Right-of-Way as it exists as of the date of this Agreement ("Williams Right-of-Way") for the purposes of Williams constructing, owning, operating, and maintaining solely Telecom Facilities. Williams acknowledges that the rights granted to it under this Assignment Agreement are expressly subject to all applicable laws, ordinances, regulations, easements, restrictions, rights-of-way, conditions, exceptions, reservations, and covenants of whatsoever nature, either of record or ascertainable by inspection, and is without any warranty of title, express or implied, by Amoco. The rights granted to Williams under this Assignment Agreement include the right to use said lands only to the extent Amoco has such rights, only insofar as Amoco has the right to grant such rights to Williams, and only for the purposes set forth in this Assignment Agreement. In the event that ingress and egress to and from the Williams Right-of-Way requires that Williams traverse a portion of Amoco's Remaining Right-of-Way, Williams agrees that it shall traverse Amoco's property only upon those routes and in that manner designated by Amoco.

The parties hereto acknowledge that the Exhibit B, Schedule 1 attached and incorporated by reference hereto lists all of the private party Amoco Right-of-Way Contracts for the Amoco Right-of-Way. To the extent that any Amoco Right-of-Way Contract reflected on the attached Exhibit B, Schedule 1 is by its express or implied terms or by operation of law not capable of being validly partially assigned or transferred by Amoco to Williams without the consent or waiver of the owner or issuer thereof or the other party thereto, or any third person (including a government or governmental unit), or if such assignment, transfer or attempted assignment or transfer would constitute a termination or breach thereof or a violation of any law, decree, order, regulation or other governmental edict or is otherwise not practicable, this Assignment Agreement shall not constitute an assignment or transfer thereof, or an attempted assignment or transfer thereof, and that unassignable Amoco Right-of-Way Contract shall be excepted from the Amoco Right-of-Way Contracts being partially assigned hereunder.

2. **LANDOWNER USE CONSENT.** To the extent that any Amoco Right-of-Way Contract by its express or implied terms or by operation of law does not currently provide for such facilities as Williams' Telecom Facilities to be constructed, operated, and maintained within Amoco's Right-of-Way, Williams hereby represents and warrants that it shall secure all appropriate landowner consents to permit the construction, ownership, operation and maintenance of its Telecom Facilities within Amoco's Right-of-Way by utilizing, wherever possible, the Supplemental Agreement, the form of which is attached and incorporated by reference to the Co-Occupancy Agreement, and take no action which would compromise, jeopardize, or otherwise violate any term, condition, or restriction contained in any Amoco Right-of-Way Contract.

3. **AMOCO'S RESERVATION OF RIGHTS.** Amoco hereby reserves the right to use and enjoy the lands covered by this Assignment Agreement for any and all purposes consistent with Williams' use and operation thereupon, including, but not limited to, installing and operating new pipeline facilities, or installing telecommunications facilities under a grant of Amoco License from Williams, provided that Amoco's use does not in any way interfere with Williams' continued use of the Williams Right-of-Way in accordance with the rights granted hereunder.

4. **USE.** Amoco hereby consents to the installation by Williams of up to three (3) conduits within the Telecom Facilities to be located within the Williams Right-of-Way. Notwithstanding any term to the contrary contained in any of the Williams Additional Right-of-Way Contracts, Williams shall not install more than three (3) conduits within the Williams Right-of-Way without the further consent of Amoco.

5. **NOTICES.** All notices and other communications hereunder shall be in writing and shall be deemed effective and given only upon receipt, when delivered personally by facsimile transmission, by overnight courier, by telex or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof:

IF TO AMOCO: AMOCO CORPORATION
200 East Randolph Drive, MC1907
Chicago, IL 60601
ATTENTION: Amoco Pipeline Counsel
Phone: (312) 856-3171
Facsimile: (312) 856-_____

WITH A COPY TO: AMOCO PIPELINE COMPANY
28100 Torch Parkway , ITE 800
Warrenville, Illinois 60555
ATTN: Manager, Business Development
Telephone: (630) 836-5115
Facsimile: (630) 836-5187

or such other person or address as Amoco shall furnish Williams in writing.

IF TO WILLIAMS: WILLIAMS COMMUNICATIONS, INC.
2600 One Williams Center
Tulsa, Oklahoma 74172
ATTENTION: Director, Fiber Services
Telephone: (918) 573-2715
Facsimile: (918) 573-6389

or such other person or address as Williams shall furnish Amoco in writing.

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6. **NON-EMERGENCY WORK.** Williams shall notify Amoco at least 72 hours in advance of initiating any work over the Williams Right-of-Way that involves excavation or other work below ground level and shall give Amoco the opportunity to have an inspector present during any such activity, at Williams' expense. Further, upon request of Amoco, Williams shall make available to Amoco all plans, specifications, and procedures to be utilized in any such work in the Williams Right-of-Way. Amoco's review and/or inspection of such plans, specifications, and procedures shall not be deemed to constitute Amoco's concurrence with or approval of such plans, specifications, and procedures. Amoco shall provide Williams with at least seventy-two (72) hours' notice prior to performing non-emergency pipeline maintenance work within the Williams Right-of-Way, in order that Williams may have an inspector present, at its own expense.

7. **EMERGENCY WORK.** Williams shall provide Amoco with notice as promptly as possible by telephone to Amoco's Operations Control Center, 1-800-548-6482 (or such other number as Amoco designates by written notice) of all emergency maintenance work in the Williams Right-of-Way, and shall use its best efforts to avoid excavation work until an Amoco inspector is on site. Amoco shall provide Williams with notice as promptly as possible by telephone to Williams' Operations Control Department at 1-800-265-"CBUD" (or such other number as Williams designates by written notice) of all emergency maintenance work in the Williams Right-of-Way and shall use its best efforts to avoid excavation work until a Williams inspector is on site.

8. **DEFAULT.** Upon default by either party in the performance of any provisions, conditions or requirements herein, the non-defaulting party may give notice in writing of the default, specifying in detail the default alleged.

a. If the default is a material default, and, after notice of the default, it is not cured within thirty (30) days, then this Agreement may be terminated forthwith by written notice at the non-defaulting party's option.

b. If the default is not a material default, then upon due notice, the defaulting party shall have the right to cure the default within ninety (90) days of the date of such notice, or, if cure cannot be completed within the ninety (90) day period, to notify the non-defaulting party that it will undertake promptly to attempt to cure the default in a reasonable time.

Termination of this Assignment Agreement shall not relieve either party from any obligation accruing or accrued to the date of such termination or deprive a party not in default of any remedy otherwise available to it.

9. **RIGHT TO CURE.** In the event Williams fails to comply with any of the terms, covenants, or conditions of this Assignment Agreement, Amoco shall be entitled to seek damages and/or injunctive relief, and any other remedies available at law or in equity. Amoco shall be entitled, but shall not under any circumstances be obligated, to take such action as may

be necessary or appropriate to bring Williams' Telecom Facilities or operations into compliance, and Williams shall be obligated to compensate Amoco for all costs and expenses reasonably incurred by Amoco in taking such action, including normal and reasonable markups for payroll burden and overhead. Except in the case of any emergency situation, Amoco shall not take such action relative to Williams' Telecom Facilities or operations without first giving Williams notice and a reasonable period of time to diligently pursue and complete said cure.

10. **TERMINATION.** Amoco shall have the right to terminate this Assignment and all or some portion of Williams' rights hereunder only in accordance with the provisions of this paragraph. In the event Amoco reasonably believes that Williams' actions jeopardize Amoco's rights in and to all or some portion of the Amoco Right-of-Way, Amoco shall provide to Williams a written notice which contains: 1) the statement that Amoco claims that Williams' actions jeopardize Amoco's rights in and to all or some portion of the Amoco Right-of-Way; 2) a detailed statement of Williams' actions which Amoco claims jeopardize Amoco's rights in and to all or some of the portion of the Amoco Right-of-Way; and 3) a detailed statement of the actions which Amoco demands Williams to take or the actions which Amoco demands Williams to cease. In the event Williams does not remediate its behavior or correct the noted deficiency within a reasonable period of time to Amoco's reasonable satisfaction, Amoco shall have the right to terminate this Assignment Agreement. Amoco or Williams shall further have such termination rights in the event Williams' Telecom Facilities remains in non-usage for a period of 36-consecutive months. In such case, any right of Williams to utilize the Williams Right-of-Way under this Assignment Agreement shall cease and terminate and, at Amoco's election, Williams shall either take up and remove the Telecom Facilities from the Williams Right-of-Way, or leave such Telecom Facilities in the ground and execute such documents as may be reasonably necessary to vest and reflect ownership in the Telecom Facilities with Amoco.

11. **COMPLIANCE WITH ALL LAWS.** In all operations and activities on or about the Williams Right-of-Way and the Remaining Amoco Right-of-Way, including maintenance, inspection, operations, repair, replacement, change and removal, Williams shall comply with all applicable laws, rules, regulations, permits, rights-of-way, industry codes or standards, etc. regarding safety and maintenance and shall do so in such a manner as to prevent: 1) injury to any persons; 2) damage to any party's equipment, property, facilities or material being transported; and 3) contamination or emissions of any kind. At the direction of Amoco's job representative, a pre-job safety conference shall be required at the location. Amoco reserves the right to stop or terminate any activity by Williams or its contractors which Amoco reasonably considers unsafe. Williams agrees that it shall be solely responsible for securing any permission or consent as is required from any party with an interest in the Williams Right-of-Way prior to commencement of any construction activities and will perform all obligations, covenants and conditions relating to the Williams' Right-of-Way. Williams shall obtain, renew, and keep in full force and effect any and all necessary and appropriate permits for the operation of its Telecom Facilities within the Williams Right-of-Way. Should any of Williams' actions on the Williams Right-of-Way give rise to any third party claims, Williams covenants that it shall resolve such claims promptly. In the event Williams does not settle such claims promptly and such actions result in Amoco being deemed in violation of any agreement or obligation, Williams

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agrees that Amoco, after providing notice to Williams, shall have the right to intercede and settle such damage claim and that Williams shall reimburse Amoco for the damage claim amount tendered by Amoco. Further, Williams agrees that it will restore the Williams Right-of-Way to its original condition upon completion of any activities disturbing the Williams Right-of-Way within a reasonable period of time thereafter. Except as provided for herein, Williams shall not undertake any construction, replacement, or other activity on the Williams Right-of-Way.

12. **CO-OCCUPANCY AGREEMENT.** To the extent that any issues or responsibilities which arise under this Assignment Agreement are not addressed herein, the terms and provisions of the Co-Occupancy Agreement shall apply and govern as though fully set forth herein.

13. **RECORDABLE FORM.** The parties hereto that it is the intention of the parties that this document and attachments hereto be recorded in those Counties which the Pipeline traverses and, to the extent some modifications are required post execution to bring the document into a form recordable in each particular jurisdiction, the parties hereto agree that they shall cooperate in this regard.

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IN WITNESS WHEREOF, Amoco Pipeline Company and Williams Communications, Inc., have caused this Assignment and Assumption Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

AMOCO PIPELINE COMPANY
(ASSIGNOR)

L.B. Peck, Vice President

SUBSCRIBED AND SWORN TO before me this 31ST day of January 2000.

Notary Public

My commission expires:



WILLIAMS COMMUNICATIONS, INC.
(ASSIGNEE)

Greg S. Foberke, Vice President

SUBSCRIBED AND SWORN TO before me this 7th day of January 2000.

Notary Public

My commission expires:

11-22-2001



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EXHIBIT "B," SCHEDULE 1

This schedule shall be a county-by-county breakdown of the right-of-way route, the section-township-range information, and the recording information for each private-party Amoco right-of-way contract.

**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's KX BOOK	WCI's KX PAGE	WCI's KX RECEPTION #	WCI's KX DATE RECORDED
LL532	2240/795	CO-AR-002	Arapahoe	Colorado	All of Section 24, Township 5 South, Range 57 West of the 6th P.M. Southwest Quarter (SW1/4) of Section 13, Township 5 South, Range 57 West of the 6th P.M. AND South Half (S1/2) Sec.14; South Half (S1/2) and Northwest Quarter (NW1/4) of Section 15, T5 South, Range 57 West	S24 T5S R57W	NA	NA	A8161021	10/8/1998
LL533 & LL534	2263/549	CO-AR-003	Arapahoe	Colorado	South Half (S1/2) of Section 7, Township 5 South, Range 57 West of the 6th P.M. and all of 17 and NE1/4 of 18	S13, S14, S15 T5S R57W	NA	NA	A8161022	10/8/1998
LL538	2240/787	CO-AR-005	Arapahoe	Colorado		S/2 S7; S17; N/2 S18 T5S R57W	NA	NA	A8161023	10/8/1998
PART OF LL536 & LL537	2240/785	CO-AR-006	Arapahoe	Colorado		PART OF S12 T5S R58W	NA	NA	A8161024	10/8/1998
LL536 & LL537	2240/785	CO-AR-007	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-008	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-009	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	All S9 & All S10 T5S R58W	NA	NA	A8202912	12/11/1998
LL539	2240/791	CO-AR-010	Arapahoe	Colorado	All Section 8 Township 5 S Range 58 W	ALL S8 T5S R58W	NA	NA	A8161025	10/8/1998
LL536 & LL537	2240/785	CO-AR-011	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	ALL S5 T5S R58W	NA	NA	A8161026	10/8/1998
LL540	2240/793	CO-AR-012	Arapahoe	Colorado	E Half (1/2) Northwest Quarter (NW1/4) and Northeast Quarter (NE1/4) and East Half (E1/2) Southeast Quarter (SE1/4); West Half (W1/2) and West Half (W1/2); East Half (E1/2) Southwest Quarter (SW1/4) and West Half (W1/2) Southeast Quarter (SE1/4), Section 6, T	ALL S6 T5S R58W	NA	NA	A8161027	10/8/1998

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**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL541 & LL546 (V-SITE)	2240/779	CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	A8212975	1/7/1999
LL541 & LL546(V-SITE)		CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	9003689	1/7/1999
LL542	2240/783	CO-AR-014	Arapahoe	Colorado	West Half (W1/2), Section 2, Township 5 S, Range 59 W; All of Section 3, Township 5 S, Range 59 W	W/2 S2 T5S R59W and all of section 3	NA	NA	A8202913	12/11/1998
LL543 & PART OF LL542	2254/427	CO-AR-015	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 4, Township 5 S, Range 59 W of the 6th P.M.	ALL S3 & NE1/4 S4 T5S R59W and all of S3	NA	NA	A8161028	10/8/1998
LL545	2241/25	CO-AR-017	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	E/2 S32 T4S R59W and all of S31, 4S, 59W and all of S36, 4S, 60W.	NA	NA	A8161029	10/8/1998
LL547	NA	CO-AR-018	Arapahoe	Colorado	SW1/4 & NW1/4 Section 32 Township 4 s Range 59 W	SW4 S32 T4S R59W	NA	NA	A8174194	11/2/1998
LL545	2241/25	CO-AR-019	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	ALL S31 T4S R59W & ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
LL545	NA	CO-AR-020	Arapahoe	Colorado	(See CO-AR-016 & 021)	ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
PART OF LL544	2241/15	CO-AR-021	Arapahoe	Colorado			NA	NA	A8174195	11/2/1998
LL548 & LL549	2241/21	CO-AR-022	Arapahoe	Colorado			NA	NA	A8174196	11/2/1998
LL551	2241/23	CO-AR-024	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998
LL551		CO-AR-026	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998

**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Ammco TRACT #	Ammco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL553	2241/29	CO-AR-029	Arapahoe	Colorado			NA	NA	A8202915	12/11/1998
LL554	2241/19	CO-AR-030	Arapahoe	Colorado	East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) of Section 32, Township 4 S, Range 60 W of the 6th P.M. also included an additional 50' (fifty feet) on West side of the East Half of Northwest Quarter o	W/2 NE/4 & E/2 NW/4 S32 T4S R60W	NA	NA	A8190326	11/24/1998
LL555	2241/17	CO-AR-033**	Arapahoe	Colorado			NA	NA	A8190325	11/24/1998
LL556	2241/13	CO-AR-034	Arapahoe	Colorado	North Half (N1/2) of Section 31, Township 4 S, Range 60 W of the 6th P.M.	N1/2 S31 T4S R60W	NA	NA	A8174198	11/2/1998
LL557	2241/11	CO-AR-035	Arapahoe	Colorado	Lots 3 and 4, the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of Section 31, Township 4 South, Range 60 West of the 6th P.M.	SE/4 S31 T4S R60W	NA	NA	A8167193	10/20/1998
206 LL559 & LL560	2240/777	CO-AR-037A	Arapahoe	Colorado	Southwest 4 of Section Thirty-five (35), Township Four (4) South, Range Sixty-one (61) West of the Sixth Principal Meridian	SE/4 E/2 SW/4 and SW/SW of S34 S/2 S35 T4S R61W L&E PARCEL	NA	NA	A8167194	10/20/1998
LL559 & LL560	2240/777	CO-AR-037B	Arapahoe	Colorado	Parcel in SE/4 SEC.35, T4S, R61W	PARCEL IN SE/4 S35 T4S R 61W	NA	NA	A8167195	10/20/1998
LL559 & LL560	2240/777	CO-AR-038	Arapahoe	Colorado		S/2 SW/4 & NE/4 SW/4 S34 T4S R61W	NA	NA	A8167196	10/20/1998
LL561	2240/775	CO-AR-039	Arapahoe	Colorado	1/1 INT. NW/4 and NW/SW/ of Sec. 34	NW/4 & NW/SW 34,4S,61W	NA	NA	A8167197	10/20/1998
LL562 & LL563	2240/773	CO-AR-040	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M.	T4S R61W and all of S31	NA	NA	A8167198	10/20/1998
LL564	2240/773	CO-AR-041	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M. AND All of Sections 35 and 36, Township 4 S, Range 62 W of the 6th P.M.	ALL S31 T4S R61W & ALL S35 & S36 T4S R62W	NA	NA	A8167199	10/20/1998
LL565	2240/769	CO-AR-042	Arapahoe	Colorado	All of Section 33, and All of Section 34, Township 4 S, Range 62 W of the 6th P.M.	ALL S34 T4S R62W and all of S33	NA	NA	A8174200	11/2/1998
PART OF LL567	NA	CO-AR-044	Arapahoe	Colorado	The North 1/2 of Section 32, Township 4 S, Range 62 W of the 6th P.M.	N/2 S32 T4S R62W	NA	NA	A8161030	10/8/1998
PART OF LL567 & LL568	NA	CO-AR-044A	Arapahoe	Colorado	W/2 29 W/2 W/2 30, T4S, R62W	W/2 29 & W/2 W/2 30	NA	NA	A9015942	1/28/1999

**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco Tract #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
PART OF LL568	NA	CO-AR-044B	Arapahoe	Colorado	E/2 W/2 30, T4S, R62W	E/2 W/2 30 (4S, 62W)	NA	NA	A9015943	1/28/1999
PART OF LL568	NA	CO-AR-044C	Arapahoe	Colorado	SE/4 30, EXC. E/2 E/2 SE (T4S, R62W)	SE/4 30 (4S, 62W)	NA	NA	A9015944	1/28/1999
LL566 & LL567	NA	CO-AR-044D	Arapahoe	Colorado	E/2 29, T4S, R62W	E/2 29 (4S, 62W)	NA	NA	A9015945	1/28/1999
PART OF LL568	2240/761	CO-AR-045A	Arapahoe	Colorado	N/2 N/2 31, T4S, R62W 9 (Before outsale to co-ar-045B)	S/2 N/2 NE/4 & N/2 NW/4 EXCEPT PARCEL S31 T4S R62W	NA	NA	A8167200	10/20/1998
PART OF LL568	2240/761	CO-AR-045B	Arapahoe	Colorado	N/2 N/2 NE/4 of 31, T4S, R62W	N/2 N/2 NE/4 S31 T4S R62W	NA	NA	A8174193	11/2/1998
LL569 & LL570	2240/743	CO-AR-047	Arapahoe	Colorado	South Half of the Northwest Quarter (S1/2 NW1/4) and the Southwest Quarter (SW1/4), and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 25, Township 4 S, Range 63 W of the 6th P. M.	S1/2 NW1/4; SW1/4; S1/2SE1/4 S25 T4S R63W	NA	NA	A8161031	10/8/1998
PART OF LL571	2240/759	CO-AR-048A	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167201	10/20/1998
PART OF LL571	2240/759	CO-AR-048B	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167202	10/20/1998
PART OF LL571	2240/759	CO-AR-048C	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167203	10/20/1998
PART OF LL571	2240/759	CO-AR-048D	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167204	10/20/1998
PART OF LL571	2240/759	CO-AR-048E	Arapahoe	Colorado	PART OF W/2 S.26 T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8190328	11/24/1998
PART OF LL571	2240/759	CO-AR-048F	Arapahoe	Colorado	SE/4 & S30' of SW/4, S.26, 4S, 63W	SE/4 S26 T4S R63W	NA	NA	A8181153	11/10/1998
PART OF LL571	2240/759	CO-AR-048H	Arapahoe	Colorado		SE/SE S 22 T4S R63W	NA	NA	A8174201	11/2/1998
LL572 & LL573	2240/751	CO-AR-049	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P. M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE/4, S.22	NA	NA	A8167205	10/20/1998

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EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL572 & LL573	2240/751	CO-AR-050	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE1/4 S.22	NA	NA	A8167206	10/21/1998
LL574	2240/753	CO-AR-051A	Arapahoe	Colorado	Southeast Quarter (SE1/4) of Section 21, 4S, Range 63W of the 6th P.M.	SE1/4 S21 4S 63W	NA	NA	A8161154	11/10/1998
LL577	2240/755	CO-AR-051B	Arapahoe	Colorado	Northwest Quarter of Sec. 21 4S, Range 63W of the 6th P.M.	NW1/4 S21 4S 63W	NA	NA	A8167206	10/20/1998
LL577	2240/755	CO-AR-051C	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 21, 4S Range 63W of the 6th P.M.	NE1/4 S21 4S 63W	NA	NA	A8167207	10/20/1998
LL575 & LL576	2240/750	CO-AR-055	Arapahoe	Colorado	South Half (S1/2) of Section 17, Township 4 S, Range 63 W of the 6th P.M.; North Half (N1/2) of Section 20, Township 4 S, Range 63 W of the 6th P.M.	N1/2 S20 T4S R63W and S1/2 S17 T4S R63W	NA	NA	A8161032	10/8/1998
LL578	2240/747	CO-AR-056A	Arapahoe	Colorado	Part of the Southeast Quarter (SE1/4) of Section 18, Township 4 South, Range 63 West of the 6th P.M., more particularly described by metes and bounds by that Warranty Deed recorded 8/20/98 at Book A8137, Page 430, Arapahoe County, Colorado.		NA	NA	A8174202	11/2/1998
LL579	2240/745	CO-AR-056B	Arapahoe	Colorado	W1/4 of Section 18, Township 4 South, Range 63W of the 6th P.M.	W1/4 S18 T4S R63W	NA	NA	A8212980	12/28/1998
LL581	2254/429	CO-AR-058	Arapahoe	Colorado	The South One-half of the Southeast Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 64 West of the 6th P.M.	S2 SE1/4 S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL581	2240/727	CO-AR-058A	Arapahoe	Colorado	W/2 SE1/4 S13 T4S R64W	W/2 SE1/4 S13 T4S R64W	NA	NA	A8167208	10/20/1998
LL581	2240/727	CO-AR-058B	Arapahoe	Colorado	NE1/4 SE1/4 S13 T4S R64W	NE1/4 SE1/4 S13 T4S R64W	NA	NA	A8181156	11/10/1998
LL581	2240/727	CO-AR-058C	Arapahoe	Colorado	SE1/4 SE1/4 S13 T4S R64W	SE1/4 SE1/4 S13 T4S R64W	NA	NA	A8167209	10/20/1998
NA	NA	CO-AR-059	Arapahoe	Colorado		S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL582 & LL583	NA	CO-AR-060	Arapahoe	Colorado	The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 4 South, Range 63 West of the 6th P.M.	N1/2 NE1/4 SW1/4 S13 T4S R64W	NA	NA	A8161033	10/8/1998
LL584	2267/17	CO-AR-061	Arapahoe	Colorado	The South One-half of the Southwest Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 63 West of the 6th P.M.	S1/2 SW1/4 NW1/4 S13 T4S R64W	NA	NA	A8181157	11/10/1998

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**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

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Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL585	2240/725	CO-AR-062	Arapahoe	Colorado	The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 4 South, Range 64 West of the 6th P.M.	N/2 SW/4 NW/4 S13 T4S R64W	NA	NA	A8167211	10/20/1998
LL586	2240/729	CO-AR-063	Arapahoe	Colorado	The North half of the Northeast quarter of Section 14, Township 4 South, Range 64 West of the 6th P.M.	N/2 NE/4 S14 T4S R64W	NA	NA	A8167212	10/20/1998
LL587	2240/739	CO-AR-064	Arapahoe	Colorado		PART OF NW/4 S14 4S 64W	NA	NA	A8167213	10/20/1998
<p>** CO-AR-033 has additional counterparts of supplemental agreements with the following reception numbers: A8202916, A8202917, and A8190327</p>										

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RETURN RECORDED DOCUMENTS TO:

George N. Otey, Manager, Property Administration
Williams Communications, Inc.
110 West 7th Street, Suite 500
Tulsa, Oklahoma 74119

60 -
B0062086
5/24/2000 16:20:15
PG: 0001-010
50.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereafter, the "Amoco License") dated this ____ day of _____, 1999, is entered into by and between Williams Communications, Inc., a Delaware corporation (hereafter, "Williams") with its principal place of business in Tulsa, Oklahoma, and Amoco Pipeline Company, a Maine corporation (hereafter, "Amoco") with its principal place of business in Warrenville, Illinois.

WHEREAS, the parties have previously executed a Co-Occupancy Agreement dated August 7, 1998 (hereafter, the "Co-Occupancy Agreement"); and

WHEREAS, the Co-Occupancy Agreement requires certain instruments to be entered into between Williams and Amoco, one of which is this Amoco License; and

WHEREAS, a schedule of the Supplemental Pipeline Right-of-Way Agreements and the Right-of-Way and Easement Agreements which are covered by this Amoco License is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the terms and conditions of the joint use contemplated herein are set forth in the Co-Occupancy Agreement and other instruments referenced therein entered into between Williams and Amoco.

NOW THEREFORE, for the consideration recited in the Co-Occupancy Agreement, the parties agree as follows:

1. **Amoco License.** Subject to the exceptions, reservations, covenants and conditions contained in this Amoco License, Williams hereby grants unto Amoco a non-exclusive license, to the extent it has the authority to do so, to occupy and use its easements and rights-of-way obtained by the Additional Williams Right-of-Way Contracts (as defined by the Co-Occupancy Agreement) and the Supplemental Pipeline Right-of-Way Agreements (as defined by the Co-Occupancy Agreement) which are described in the schedule marked as Exhibit A and attached hereto and made a part hereof (hereafter jointly referred to as the "Right-of-Way"), for any purpose allowed by such contracts and agreements, and upon the following additional terms described herein, provided that Amoco's use does not materially interfere with Williams' continued use of the Right-of-Way.
2. **Assignment.** This Amoco License may, at Amoco's option, be assigned, licensed, leased, sold or otherwise transferred by Amoco to a third party; provided that such transferee assumes all obligations of Amoco under this Amoco License.
3. **Term.** The term of this Amoco License shall commence upon the execution hereof and shall remain in effect for so long as the Co-Occupancy Agreement remains in effect. The initial twenty-five (25) year term of the Co-Occupancy Agreement shall be renewed, extended, and terminated in accordance with the Co-Occupancy Agreement. Termination of the Co-Occupancy Agreement will constitute a termination of this Amoco License.

4. **Costs.** All costs and expenses resulting from or associated with this Amoco License shall be borne solely by Amoco or the benefiting third party. No additional costs or expenses shall be incurred by Williams.
5. **Approval of Project/Construction Specifications.** Williams reserves the right to preview and approve the design and specifications of any project to be performed pursuant to this Amoco License and no construction activities shall commence without such approval from Williams, such approval not to be unreasonably withheld. Williams shall be notified sixty (60) days prior to the commencement of any construction activities within the Right-of-Way.
6. **Quality of Work.** All work performed pursuant to this Amoco License shall be performed in a good and workmanlike manner consistent with accepted industry standards and in such a manner as to minimize the impact on Williams' continuous operation of its facilities within the Right-of-Way.
7. **Amendments.** This Amoco License shall not be amended except by an instrument in writing, signed by both parties.
8. **Indemnity.** Amoco agrees to indemnify and hold Williams harmless from and against any causes of action, claims, damages, losses, penalties, costs (including reasonable attorney fees) arising out of or related to the grant of this Amoco License and/or the use by Amoco of the rights granted by this Amoco License.
9. **Successors and Assigns.** This Amoco License shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, Amoco Pipeline Company and Williams Communications, Inc., have caused this Assignment and Assumption Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

**WILLIAMS COMMUNICATIONS, INC.
(ASSIGNEE)**

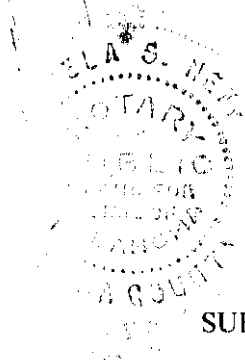
Greg S. Floerke
Greg S. Floerke, Vice President

SUBSCRIBED AND SWORN TO before me this 7th day of January 2000.

Pamela S. Neff
Notary Public

My commission expires:

11-22-2001



**AMOCO PIPELINE COMPANY
(ASSIGNOR)**

L.B. Peck
L.B. Peck, Vice President

SUBSCRIBED AND SWORN TO before me this 31ST day of January 2000.

Mary A. Reh
Notary Public

My commission expires:



EXHIBIT A

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This exhibit will contain a schedule of the easements with cross-reference to book and page numbers for the right-of-way covered by the license.

EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL532	2240/795	CO-AR-002	Arapahoe	Colorado	All of Section 24, Township 5 South, Range 57 West of the 6th P.M.	S24 T5S R57W	NA	NA	A8161021	10/8/1998
LL533 & LL534	2263/549	CO-AR-003	Arapahoe	Colorado	Southwest Quarter (SW1/4) of Section 13, Township 5 South, Range 57 West of the 6th P.M. AND South Half (S1/2) Sec.14; South Half (S1/2) and Northwest Quarter (NW1/4) of Section 15, T5 South, Range 57 West	S13, S14, S15 T5S R57W	NA	NA	A8161022	10/8/1998
LL538	2240/787	CO-AR-005	Arapahoe	Colorado	South Half (S1/2) of Section 7, Township 5 South, Range 57 West of the 6th P.M. and all of 17 and NE1/4 of 18	S/2 S7; S17; N/2 S18 T5S R57W	NA	NA	A8161023	10/8/1998
PART OF LL536 & LL537	2240/785	CO-AR-006	Arapahoe	Colorado		PART OF S12 T5S R58W	NA	NA	A8161024	10/8/1998
LL536 & LL537	2240/785	CO-AR-007	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-008	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-009	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	All S9 & All S10 T5S R58W	NA	NA	A8202912	12/11/1998
LL539	2240/791	CO-AR-010	Arapahoe	Colorado	All Section 8 Township 5 S Range 58 W	ALL S8 T5S R58W	NA	NA	A8161025	10/8/1998
LL536 & LL537	2240/785	CO-AR-011	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	ALL S5 T5S R58W	NA	NA	A8161026	10/8/1998
LL540	2240/793	CO-AR-012	Arapahoe	Colorado	E Half (1/2) Northwest Quarter (NW1/4) and Northeast Quarter (NE1/4) and East Half (E1/2) Southeast Quarter (SE1/4); West Half (W1/2) West Half (W1/2); East Half (E1/2) Southwest Quarter (SW1/4) and West Half (W1/2) Southeast Quarter (SE1/4), Section 6, T	ALL S6 T5S R58W	NA	NA	A8161027	10/8/1998

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LL541 & LL546 (V-SITE)	2240/779	CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	A8212975	1/7/1999
LL541 & LL546 (V-SITE)		CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	9003689	1/7/1999
LL542	2240/783	CO-AR-014	Arapahoe	Colorado	West Half (W1/2), Section 2, Township 5 S, Range 59 W; All of Section 3, Township 5 S, Range 59 W	W/2 S2 T5S R59W and all of section 3	NA	NA	A8202913	12/11/1998
LL543 & PART OF LL542	2254/427	CO-AR-015	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 4, Township 5 S, Range 59 W of the 6th P.M.	ALL S3 & NE1/4 S4 T5S R59W and all of S3.	NA	NA	A8161028	10/8/1998
LL545	2241/25	CO-AR-017	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	E/2 S32 T4S R59W and all of S31, 4S, 59W and all of S36, 4S, 60W.	NA	NA	A8161029	10/8/1998
LL547	NA	CO-AR-018	Arapahoe	Colorado	SW1/4 & NW1/4 Section 32 Township 4 s Range 59 W	SW4 S32 T4S R59W	NA	NA	A8174194	11/2/1998
LL545	2241/25	CO-AR-019	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	ALL S31 T4S R59W & ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
LL545	NA	CO-AR-020	Arapahoe	Colorado	(See CO-AR-016 & 021)	ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
PART OF LL544 & LL549	2241/15	CO-AR-021	Arapahoe	Colorado			NA	NA	A8174195	11/2/1998
LL549	2241/21	CO-AR-022	Arapahoe	Colorado			NA	NA	A8174196	11/2/1998
LL551	2241/23	CO-AR-024	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998
LL551		CO-AR-026	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL553	2241/29	CO-AR-029	Arapahoe	Colorado			NA	NA	A8202915	12/11/1998
LL554	2241/19	CO-AR-030	Arapahoe	Colorado	East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) of Section 32, Township 4 S, Range 60 W of the 6th P.M. also included an additional 50' (fifty feet) on West side of the East Half of Northwest Quarter	W/2 NE/4 & E/2 NW/4 S32 T4S R60W	NA	NA	A8190326	11/24/1998
LL555	2241/17	CO-AR-033**	Arapahoe	Colorado			NA	NA	A8190325	11/24/1998
LL556	2241/13	CO-AR-034	Arapahoe	Colorado	North Half (N1/2) of Section 31, Township 4 S, Range 60 W of the 6th P.M.	E/2 W/2 NW/4 S32 T4S R60W	NA	NA	A8174198	11/2/1998
LL557	2241/11	CO-AR-035	Arapahoe	Colorado	Lots 3 and 4, the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of Section 31, Township 4 South, Range 60 West of the 6th P.M.	SE/4 S31 T4S R60W	NA	NA	A8167193	10/20/1998
LL559 & LL560	2240/777	CO-AR-037A	Arapahoe	Colorado	Southwest 4 of Section Thirty-five (35), Township Four (4) South, Range Sixty-one (61) West of the Sixth Principal Meridian	SE/4 E/2 SW/4 and SW/SW of S34 S/2 S35 T4S R61W L&E PARCEL	NA	NA	A8167194	10/20/1998
LL559 & LL560	2240/777	CO-AR-037B	Arapahoe	Colorado	Parcel in SE/4 SEC.35, T4S, R61W	PARCEL IN SE/4 S35 T4S R 61W	NA	NA	A8167195	10/20/1998
LL559 & LL560	2240/777	CO-AR-038	Arapahoe	Colorado		S/2 SW/4 & NE/4 SW/4 S34 T4S R61W	NA	NA	A8167196	10/20/1998
LL561	2240/775	CO-AR-039	Arapahoe	Colorado	1/1 INT. NW/4 and NW/SW/4 of Sec. 34	NW/4 & NW/SW 34,4S,61W	NA	NA	A8167197	10/20/1998
LL562 & LL563	2240/773	CO-AR-040	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M.	T4S R61W and all of S31	NA	NA	A8167198	10/20/1998
LL564	2240/773	CO-AR-041	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M. AND All of Sections 35 and 36, Township 4 S, Range 62 W of the 6th P.M.	ALL S31 T4S R61W & ALL S35 & S36 T4S R62W	NA	NA	A8167199	10/20/1998
LL565	2240/769	CO-AR-042	Arapahoe	Colorado	All of Section 33, and All of Section 34, Township 4 S, Range 62 W of the 6th P.M.	ALL S34 T4S R62W and all of S33	NA	NA	A8174200	11/2/1998
PART OF LL567	NA	CO-AR-044	Arapahoe	Colorado	The North 1/2 of Section 32, Township 4 S, Range 62 W of the 6th P.M.	N/2 S32 T4S R62W	NA	NA	A8161030	10/8/1998
PART OF LL567 & LL568	NA	CO-AR-044A	Arapahoe	Colorado	W/2 29, W/2 W/2 30, T4S, R62W	W/2 29 & W/2 W/2 30	NA	NA	A9015942	1/28/1999

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
PART OF LL568	NA	CO-AR-044B	Arapahoe	Colorado	E/2 W/2 30, T4S, R62W	E/2 W/2 30 (4S, 62W)	NA	NA	A9015943	1/28/1999
PART OF LL568	NA	CO-AR-044C	Arapahoe	Colorado	SE/4 30, EXC. E/2 E/2 SE (T4S, R62W)	SE/4 30 (4S, 62W)	NA	NA	A9015944	1/28/1999
LL566 & LL567	NA	CO-AR-044D	Arapahoe	Colorado	E/2 29, T4S, R62W	E/2 29 (4S, 62W)	NA	NA	A9015945	1/28/1999
PART OF LL568	2240/761	CO-AR-045A	Arapahoe	Colorado	N/2 N/2 31, T4S, R62W 9 (Before outsale to co-ar-045B)	S/2 N/2 NE/4 & N/2 NW/4 EXCEPT PARCEL S31 T4S R62W	NA	NA	A8167200	10/20/1998
PART OF LL568	2240/761	CO-AR-045B	Arapahoe	Colorado	N/2 N/2 NE/4 of 31, T4S, R62W	N/2 N/2 NE/4 S31 T4S R62W	NA	NA	A8174193	11/2/1998
N/2 LL569 & LL570	2240/743	CO-AR-047	Arapahoe	Colorado	South Half of the Northwest Quarter (S1/2 NW1/4) and the Southwest Quarter (SW1/4), and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 25, Township 4 S, Range 63 W of the 6th P.M.	S1/2 NW1/4, SW1/4, S1/2 SE1/4 S25 T4S R63W	NA	NA	A8161031	10/8/1998
PART OF LL571	2240/759	CO-AR-048A	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167201	10/20/1998
PART OF LL571	2240/759	CO-AR-048B	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167202	10/20/1998
PART OF LL571	2240/759	CO-AR-048C	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167203	10/20/1998
PART OF LL571	2240/759	CO-AR-048D	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167204	10/20/1998
PART OF LL571	2240/759	CO-AR-048E	Arapahoe	Colorado	PART OF W/2 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8190328	11/24/1998
PART OF LL571	2240/759	CO-AR-048F	Arapahoe	Colorado	SE/4 & S30' of SW/4, S.26, 4S, 63W	SE/4 S26 T4S R63W	NA	NA	A8181153	11/10/1998
PART OF LL571	2240/759	CO-AR-048H	Arapahoe	Colorado		SE/SE S 22 T4S R63W	NA	NA	A8174201	11/2/1998
LL572 & LL573	2240/751	CO-AR-049	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW/4 SE/4, S.22	NA	NA	A8167205	10/20/1998

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EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL572 & LL573	2240/751	CO-AR-050	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE1/4 S22	NA	NA	A8167206	10/21/1998
LL574	2240/753	CO-AR-051A	Arapahoe	Colorado	Southeast Quarter (SE1/4) of Section 21, 4S, Range 63W of the 6th P.M.	SE1/4 S21 4S 63W	NA	NA	A8181154	11/10/1998
LL577	2240/755	CO-AR-051B	Arapahoe	Colorado	Northwest Quarter of Sec. 21 4S, Range 63W of the 6th P.M.	NW1/4 S21 4S 63W	NA	NA	A8167206	10/20/1998
LL577	2240/755	CO-AR-051C	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 21 4S Range 63W of the 6th P.M.	NE1/4 S21 4S 63W	NA	NA	A8167207	10/20/1998
LL575 & LL576	2240/750	CO-AR-055	Arapahoe	Colorado	South Half (S1/2) of Section 17, Township 4 S, Range 63 W of the 6th P.M.; North Half (N1/2) of Section 20, Township 4 S, Range 63 W of the 6th P.M.	N1/2 S20 T4S R63W and S1/2 S17 T4S R63W	NA	NA	A8161032	10/8/1998
LL578	2240/747	CO-AR-056A	Arapahoe	Colorado	Part of the Southeast Quarter (SE1/4) of Section 18, Township 4 South, Range 63 West of the 6th P.M., more particularly described by metes and bounds by that Warranty Deed recorded 8/20/98 at Book A8137, Page 430, Arapahoe County, Colorado.		NA	NA	A8174202	11/2/1998
LL579	2240/745	CO-AR-056B	Arapahoe	Colorado	W1/4 of Section 18, Township 4 South, Range 63W of the 6th P.M.	W1/4 S18 T4S R63W	NA	NA	A8212980	12/28/1998
LL581	2254/429	CO-AR-058	Arapahoe	Colorado	The South One-half of the Southeast Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 64 West of the 6th P.M.	S2 SE1/4 S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL581	2240/727	CO-AR-058A	Arapahoe	Colorado	W/2 SE1/4 S13 T4S R64W	W/2 SE1/4 S13 T4S R64W	NA	NA	A8167208	10/20/1998
LL581	2240/727	CO-AR-058B	Arapahoe	Colorado	NE1/4 SE1/4 S13 T4S R64W	NE1/4 SE1/4 S13 T4S R64W	NA	NA	A8181156	11/10/1998
LL581	2240/727	CO-AR-058C	Arapahoe	Colorado	SE1/4 SE1/4 S13 T4SS R64W	SE1/4 SE1/4 S13 T4S R64W	NA	NA	A8167209	10/20/1998
NA	NA	CO-AR-059	Arapahoe	Colorado		S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL582 & LL583	NA	CO-AR-060	Arapahoe	Colorado	The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 4 South, Range 63 West of the 6th P.M.	N1/2 NE1/4 SW1/4 S13 T4S R64W	NA	NA	A8161033	10/8/1998
LL584	2267/17	CO-AR-061	Arapahoe	Colorado	The South One-half of the Southwest Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 63 West of the 6th P.M.	S1/2 SW1/4 NW1/4 S13 T4S R64W	NA	NA	A8181157	11/10/1998

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EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

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Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL585	2240/725	CO-AR-062	Arapahoe	Colorado	The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 4 South, Range 64 West of the 6th P.M.	N/2 SW/4 NW/4 S13 T4S R64W	NA	NA	A8167211	10/20/1998
LL586	2240/729	CO-AR-063	Arapahoe	Colorado	The North half of the Northeast quarter of Section 14, Township 4 South, Range 64 West of the 6th P.M.	N/2 NE/4 S14 T4S R64W	NA	NA	A8167212	10/20/1998
LL587	2240/739	CO-AR-064	Arapahoe	Colorado		PART OF NW/4 S14 4S 64W	NA	NA	A8167213	10/20/1998

** CO-AR-033 has additional counterparts of supplemental agreements with the following reception numbers: A8202916, A8202917, and A8190327

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B2090794
5/16/2002 11:38:58
PG: 0001-001
5.00 DOC FEE:
TRACY K. BAKER
ARAPAHOE COUNTY

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

STATE OF COLORADO }
COUNTY OF ARAPAHOE }

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "RME") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in ARAPAHOE County, Colorado (the "Subject Lands"), to-wit:

Township T5S, Range R59W
Section Sec 1: ALL
Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: James L. Newcomb
James L. Newcomb
Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.

Marjorie J. Hawthorne
NOTARY PUBLIC, State of Texas



Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Lynn Vance Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2052 Fax: 866-828-0844 Main Phone: 970-330-4522 Email: LVance@heritagetco.com	Escrow Officer: Antoinette Alirez Heritage Title Company - Greeley 7251 W 20th St, Bldg L Suite 100 Greeley, CO 80634 Phone: 970-324-2058 Main Phone: (970)330-4522 Email: aalirez@heritagetco.com

Order Number: 459-HS0809535-414**Property Address: None shown, Deer Trail, CO 80105****SCHEDULE A**

1. Commitment Date: October 25, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Contracted Purchaser or Designee
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
[RITCHEY LAND & CATTLE CO., INC., a Colorado corporation](#)
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$579.00
Tax Certificate	\$13.50

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

All of Section 35, Township 4 South, Range 59 West of the 6th P.M., County of Arapahoe, State of Colorado

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations by the Union Pacific Land Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording Date: September 27, 1915

Recording No: [Book 66 at Page 33](#)

9. Terms, conditions, provisions, agreements and obligations contained in the Easement Contract as set forth below:

Recording Date: May 23, 1974

Recording No: [Book 2240 at Page 779](#)

and Supplemental Agreement recorded January 7, 1999 at Reception No. [9003689](#)

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

10. Terms, conditions, provisions, agreements and obligations contained in the Assignment and Assumption Agreement as set forth below:

Recording Date: May 24, 2000

Recording No: [B0062085](#)

11. Terms, conditions, provisions, agreements and obligations contained in the License Agreement as set forth below:

Recording Date: May 24, 2000

Recording No: [B0062086](#)

12. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. [B2091023](#)

END OF SCHEDULE B, PART II

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Form 224

No. 38164
WARRANTY DEED.
 The Union Pacific Land Company
 to
Ogden State Bank
 Filed for record 9 o'clock A. M.
Sept. 27 1915
 and recorded in book 66 of Page 33
 By: Therese Taylor Recorder
A. K. Curtis Deputy

Contract No. 24896
THE UNION PACIFIC LAND COMPANY.
 Deed No. 12775
Know all Men by these Presents, That The Union Pacific Land Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Seventy-seven hundred and forty-two and 00/100 Dollars, to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto Ogden State Bank, a corporation, existing under and by virtue of the laws of the State of Utah.

of the County of Weber in the State of Utah the following described real estate, situate, lying and being in the County of Arapahoe and in the State of Colorado to-wit: All of Sections Nos. Nineteen (19) and Thirty one (31) in Township No. Four (4) South of Range No. Fifty-eight (58) West of the Sixth Principal Meridian, and All of Sections Nos. One (1), Three (3), Eleven (11), Thirteen (13), Fifteen (15), Seventy-three (73), Seventy-five (75), Seventy-seven (77) and Thirty five (35)
 It is hereby said The Mercantile Trust Company was on the 10th day of August 1914, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 102 of the laws of 1914, of the State of New York, being Chapter 102 of the laws of the State of New York, known as the Banking Act, and thereby all and singular the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property, real, personal and mixed, and things in action thereunto belonging, were transferred to and vested in the said Bankers Trust Company, and the trust company last mentioned has succeeded to all relative obligations, trusts and liabilities of said The Mercantile Trust Company and has assumed the performance of all trusts of said The Mercantile Trust Company; and

of Section No. Four (4) in Township Four (4) south of Range Fifty-nine (59) West of the Sixth Principal Meridian, containing, according to the United States Survey thereof Seventy hunderd and thirty-eight (7038) and 20 acres, more or less, subject, however, to a right-of way of lawful width for any and all county roads heretofore established upon, over and across the premises herein described.

Excepting and Reserving. First: A strip of land two hundred (200) feet wide on each side of the center line of the railroad of Union Pacific Railroad Company as said road is now constructed over and across said land.
Second: All oil, coal and other minerals within or underlying said lands.
Third: The exclusive right to prospect in and upon said land for oil, coal and other minerals therein, or which may be supposed to be there, and to mine for and remove, from said land, all oil, coal and other minerals which may be found thereon by anyone.
Fourth: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.
Fifth: The right to Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenant and condition that said grantee, his heirs and assigns, shall erect and forever maintain a lawful and sufficient fence along and upon each of the side lines of the said four hundred (400) foot strip of land above reserved.
To Have and to Hold, Subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereto belonging unto the said: The Ogden State Bank, grantee, its successors

and assigns forever, and said The Union Pacific Land Company doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and

convey the same, and that against the lawful claims of Excepting As against a excepting against any rights or August 19
 And Whereas, said The Company, a certain mortgage and purposes therein mentioned
 Whereas, said The U mortgage aforesaid, has sold the sum paid as a Mercantile Trust Company and purposes mentioned in
NOW, THEREFORE, deed, in consideration of the uses and purposes aforesaid written, unto the said described aforesaid, to be in of June, 1889.

In Presence of
E. C. Lytle
A. B. Stewart
 Attest: Joe Kelt

In Presence of
W. H. Miller
W. H. Miller
 Attest: Guy R

STATE OF NEW YORK
 County of New York.



STATE OF NEW YORK
 County of New York.



EASEMENT CONTRACT

Recorded at 202 o'clock P. M. MAY 23 1974
Location 1424779 MARJORIE PAGE, Recorder

BOOK 2240 PAGE 779

FOR AND IN CONSIDERATION OF THE SUM OF Nine Hundred Eighty-five DOLLARS (\$ 985.00), the receipt of which is hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants to AMOCO PIPELINE COMPANY, a

Maine corporation, its successors and assigns, herein called Grantee, an easement for the purpose from time to time of constructing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, and removing a pipeline or pipelines for the transportation of oil, gas, water, any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over, and through the following described land located in Arapahoe County, State of Colorado, to wit:

Located in Section 1, Township 5 South, Range 59 West of the 6th P. M.; East half (E½) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P. M.

Centerline and boundaries of easement being more particularly described in plat attached hereto and made a part hereof as Attachments No. 1 and No. 2.

~~SECTION~~ ~~TOWNSHIP~~ ~~RANGE~~
together with the right of ingress and egress to and from said pipeline or pipelines, or any of them, on, over, and across said land and adjacent land of Grantor with the further right to maintain the easement herein granted clear of trees, undergrowth, and brush to the extent Grantee deems necessary to the exercise of the rights granted herein.

Grantor shall be paid an additional consideration calculated on the basis of \$3.00 per lineal rod for ~~each~~ ^{one} pipeline constructed ~~from time to time~~ under this grant ~~and construction of the pipeline~~. It is agreed that all of said pipelines shall be located within a strip of land fifty (50) feet in width, the center line of which shall be the center line of the ~~first~~ pipeline hereafter installed by Grantee on, over, and through said lands.

Grantor shall have the right to use and enjoy the above described premises; provided, however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or other structure over or on said easement. Grantee agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted; provided, however, that after the first pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted.

It is agreed that any payment due hereunder may be made direct to said Grantor or any one of them.

Any pipeline or pipelines constructed under this grant across lands under cultivation shall be buried to such a depth as will not interfere with ordinary cultivation at the time of construction.

The terms, conditions, and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, so long as said easement is used for the purposes granted herein.

Grantee agrees not to use any land outside the granted easement for any purpose.

Grantor shall have the right to build structures on the easement, but not closer than 15 feet from the centerline of said easement. Grantee agrees to reseed the right of way after construction.

IN WITNESS WHEREOF, Grantor has executed this instrument this 28th day of

March, 19 74.

Signed, sealed, and delivered in the presence of:

Stanley Bixler
Stanley Bixler (Seal)

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

THE STATE OF Colorado
COUNTY OF Morgan } ss

BOOK 2240 PAGE 780

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Stanley Butler and _____ known to me to be the person _____ who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4th day of April, A.D. 1974.

My commission expires:

7/11/76

Barbara Fries

Barbara Fries Notary Public

ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____ } ss

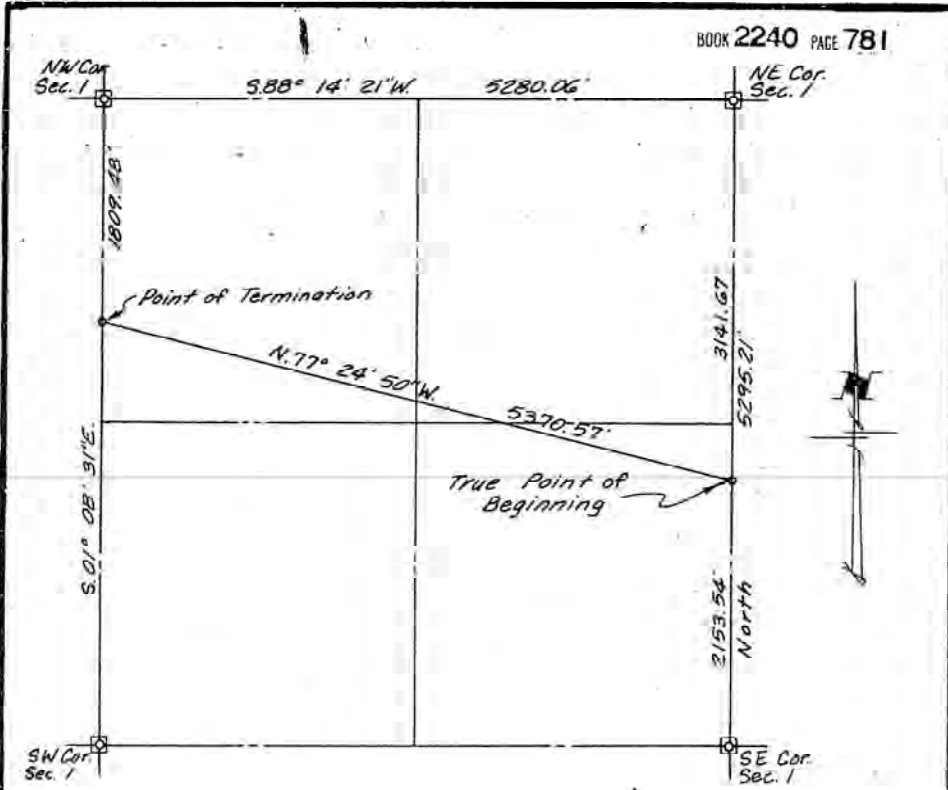
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ known to me to be the person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A.D. 19____.

My commission expires:

Notary Public

Series _____
Line No. _____
FROM _____
TO _____
Line _____



SECTION 1 TOWNSHIP 5 S. RANGE 59 W.

ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION

A FIFTY FOOT (50') PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEY OF CENTERLINE:
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 59 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN ARAPAHOE COUNTY, COLORADO AND CONSIDERING THE EAST LINE OF SAID SECTION 1 TO BEAR NORTH WITH ALL OTHER BEARINGS HEREIN BEING RELATIVE THERETO:
 THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 1, 2153.54 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 77° 24' 50" WEST, 5370.57 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 1, SAID POINT BEING THE POINT OF TERMINATION;
 SAID EASEMENT IS 5370.57 LINEAL FEET, MORE OR LESS;
 SAID EASEMENT CONTAINS 6.16 ACRES, MORE OR LESS;

SURVEYOR'S CERTIFICATE

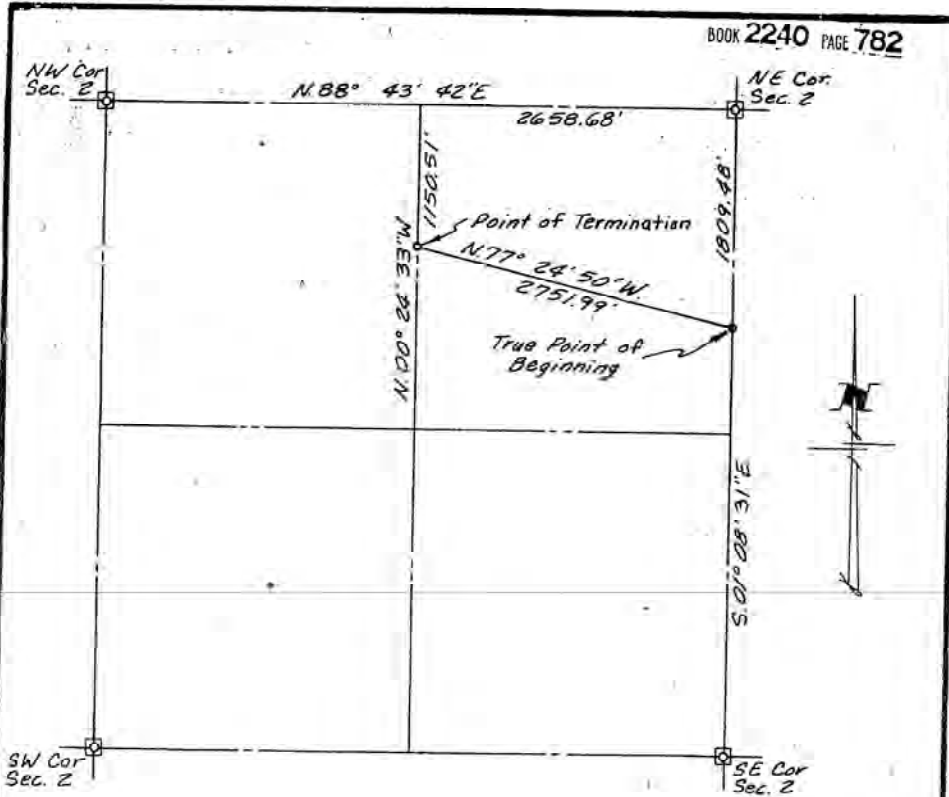
I DO HEREBY CERTIFY, UNDER MY PERSONAL SUPERVISION, THIS PLAT AND LEGAL DESCRIPTION WERE PREPARED ON MARCH 25, 1974.

Gerald F. Worrall
 GERALD F. WORRALL,
 REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 9857



AMOCO PIPELINE COMPANY	
WATTENBERG - BUSHTON 6 INCH PIPE LINE	
DATE: 3-26-74	SCALE: 1"=1000'
DRAWN: J.S.	NHPQ-4000
CHECKED: MEW	APPROPRIATION NUMBER
APPROVED: MEW	A 90097
NELSON, HALEY, PATTERSON, & QUIRK, INC.	
GREELEY, GRAND JUNCTION, DENVER, COLORADO	
PROJECT NO. 74-1-SUR-0105	

ATTACHMENT No. 1



SECTION 2 TOWNSHIP 55 RANGE 59 W.

ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION

A FIFTY FOOT (50') PERMANENT EASEMENT, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEY OF CENTERLINE:
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 59 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN ARAPAHOE, COLORADO AND CONSIDERING THE EAST LINE OF SAID SECTION 2 TO BEAR SOUTH 01° 08' 31" EAST WITH ALL OTHER BEARINGS HEREIN BEING RELATIVE THERETO:
 THENCE SOUTH 01° 08' 31" EAST ALONG THE EAST LINE OF SAID SECTION 2, 1809.48 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 77° 24' 50" WEST, 2751.99 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (E1/2) OF SAID SECTION 2, SAID POINT BEING THE POINT OF TERMINATION;
 SAID EASEMENT IS 2751.99 LINEAL FEET, MORE OR LESS.
 SAID EASEMENT CONTAINS 3.16 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY, UNDER MY PERSONAL SUPERVISION THIS PLAN AND LEGAL DESCRIPTION WERE PREPARED ON MARCH 25, 1974.

Gerald F. Worrall

GERALD F. WORRALL,
 REGISTERED LAND SURVEYOR
 COLORADO REGISTRATION NO. 9857



AMOCO PIPELINE COMPANY

WATTENBERG - BUSHTON 6 INCH PIPE LINE

DATE: 3/26/74	SCALE: 1"=1000'
DRAWN: J.S.	NHPD #4000
CHECKED: MEW	APPROPRIATION NUMBER
APPROVED: MEW	A 90097

NELSON, HALEY, PATTERSON, & QUIRK, INC.
 BREELEY, GRAND JUNCTION, DENVER, COLORADO

PROJECT NO.
 7415UR0105

ATTACHMENT No. 2

RETURN RECORDED DOCUMENTS TO:
Williams Communications, Inc.
9250 E. Costilla Ave., Suite 650
Englewood, CO 80112

A9003689
1/07/99 15:47:52
PG: 0001-007
36.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

00

SUPPLEMENTAL AGREEMENT

TRACT NO. CO-AR-013

THIS SUPPLEMENTAL AGREEMENT, made this 21st day of December, 1998, between Ritchey Land & Cattle CO., Inc., a corporation organized & existing under the laws of the State of Colorado, of _____, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma ("Grantee").

WHEREAS, by Easement contract dated the 28th day of March, 1974, and recorded in Littleton, County of Arapahoe, State of Colorado, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Arapahoe County, State of Colorado, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee's predecessor in interest partially assigned certain interests in and to a portion of Right-of-Way and perpetual easement to Grantee, said portion being more particularly described on the attached EXHIBIT "B" and hereafter referred to as the "Williams Right-of-Way"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof acknowledged it is agreed by and between the parties hereto that the original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee the right to construct, maintain, inspect, operate, protect, repair, replace, or remove underground communications systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space within the defined fifty (50') foot permanent easement as may be reasonably necessary, such temporary workspace to be restricted to the area of the permanent easement as set forth in Exhibits "A" and "B".

Except as herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

All installations except line markers will be underground. The facilities will be buried to a depth of not less than forty-eight (48") inches measured from the top of the facilities to the average level of the original ground on each side thereof.

TRACT NO. CO-AR-013

E. B. R.

2/1

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees, when due to negligence of Grantee, its employees or contractors.

Grantee agrees that as soon as practicably possible, and subsequent to the installation of the underground communications facilities, to provide to Grantor an "As-Built Survey Plat" that will locate and depict said facilities.

The term of this easement shall be for as long as said communication system is operated and/or maintained. If said communication system is not so operated and/or maintained by Grantee or its successors or assigns for a period of seven (7) years, the easement interest in the lands covered by this Easement shall be deemed abandoned and shall automatically revert to the Grantor or then owner of said lands and shall merge with Grantor's fee ownership. In the case of such abandonment of the Easement, Grantee hereby agrees, if so requested, to execute an instrument in recordable form evidencing such abandonment and revert to Grantor.

Grantee shall cause reasonable payment to be made to Grantor for actual damages caused by or resulting from the initial installation, maintenance, inspection, repair, replacement, or removal of said underground communications facilities.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions, and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or part. GRANTOR represents that the above-described premise is rented to Non-Applicable, whose tenancy expires Non-Applicable.

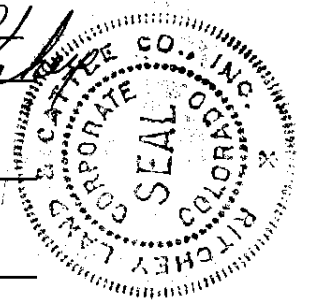
IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESSES:

Loni J Davis

GRANTOR(S):
Ritchey Land & Cattle CO. Inc.

By: Eugene B. Ritchey
EUGENE B RITCHY
Its: President
PRESIDENT



Taxpayer Identification Number

GRANTEE:
WILLIAMS COMMUNICATIONS, INC.

Amber Reeves

Amber Reeves

ACKNOWLEDGMENT(S)

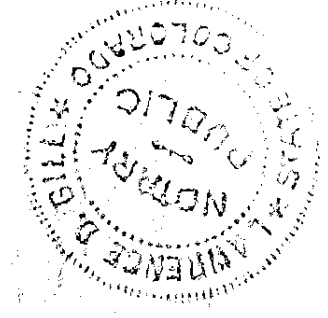
3/7

STATE OF COLORADO)
COUNTY OF ADAMS) §

The foregoing instrument was acknowledged before me this 22 day of DEC. A.D. 19 98 by EUGENE B. RITCHEY as PRESIDENT of RITCHEY LAND & CATTLE CO., INC. corporation, on behalf of the corporation.

Lawrence D. Hill
Notary Public

My Commission expires: MAY 24, 2002



STATE OF _____)
COUNTY OF _____) §

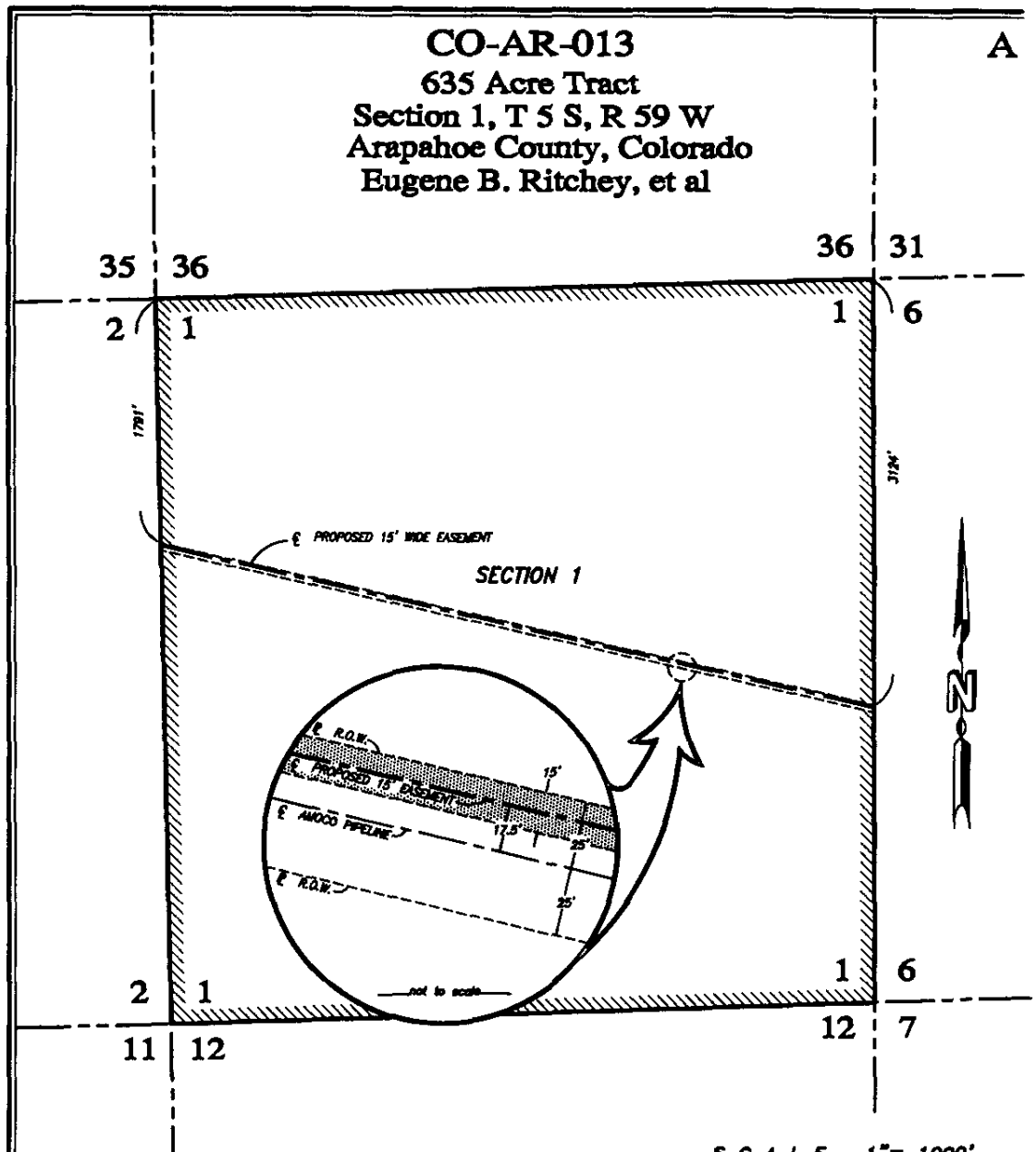
The foregoing instrument was acknowledged before me this ____ day of _____ A.D. 19 ____ by _____ as _____ of _____ corporation, on behalf of the corporation.

Notary Public
My Commission expires: _____

Notary Public
My Commission expires: _____

EXHIBIT "A"

4/7



DESCRIPTION:

A STRIP OF LAND 15 FEET IN WIDTH LYING 7.5 FEET LEFT AND RIGHT OF A CENTERLINE SITUATED IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 59 WEST, OF THE SIXTH P.M., ARAPAHOE COUNTY, COLORADO SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT ON THE EAST LINE OF SAID SECTION 1, WHENCE THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 3124 FEET MORE OR LESS;

THENCE N 77°24'50" W, PARALLEL WITH AND 17.5 FEET NORTHERLY OF AN EXISTING PIPELINE, A DISTANCE OF 5371 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF SAID SECTION 1, WHENCE THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 1791 FEET MORE OR LESS; SAID CENTERLINE IS A TOTAL LENGTH OF 5371 FEET (326 RODS), MORE OR LESS.

PROPOSED FIBER OPTICS
CROSSING TRACT
CO-AR-013
ARAPAHOE CO., COLORADO

PROJECT NUMBER: 3641198A200	PREPARED FOR:
REVISIONS:	DATE:

Williams
COMMUNICATIONS GROUP
Network Services

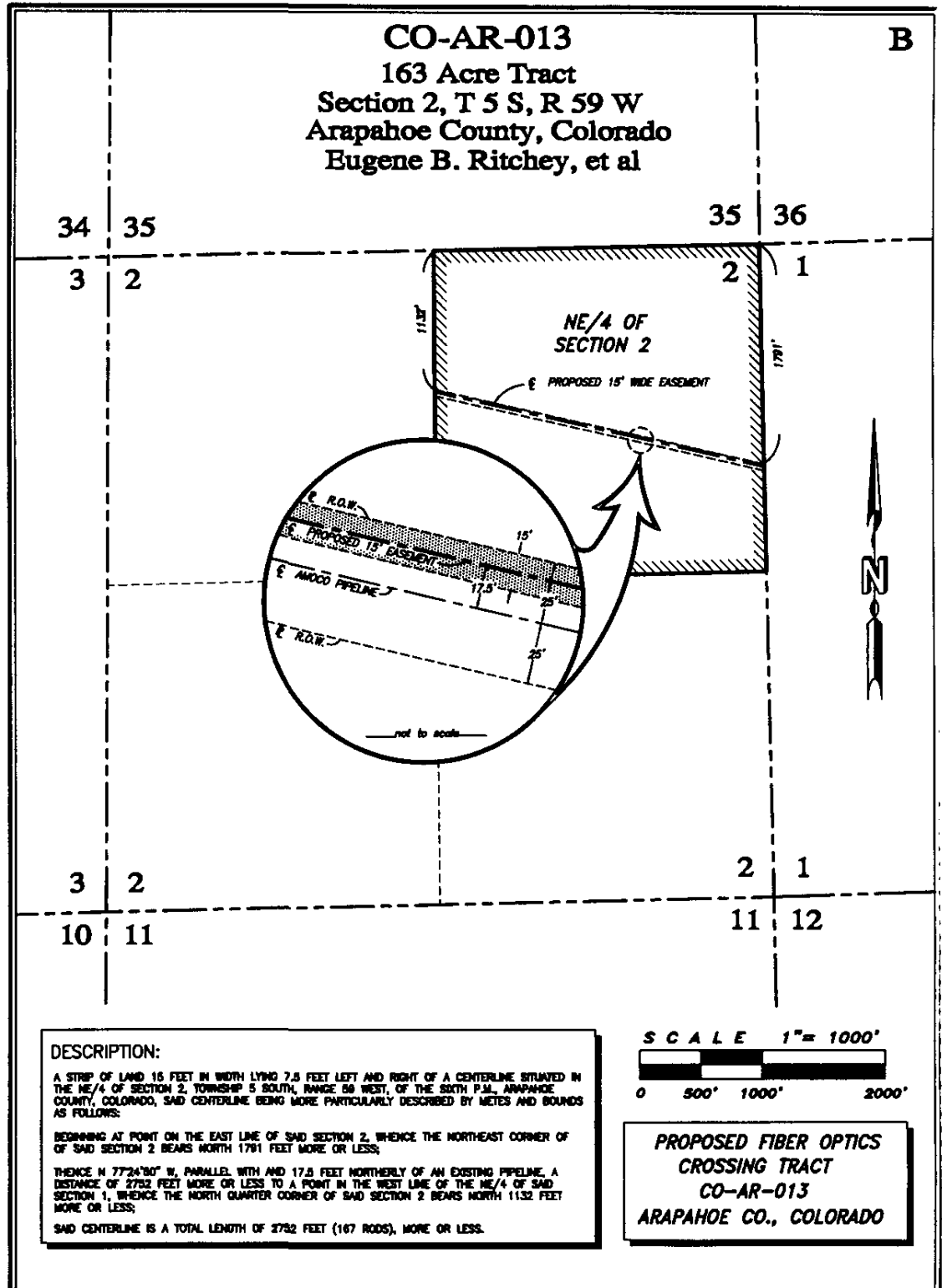
PREPARED BY:

 **GRESHAM & ASSOCIATES, INC.**
SURVEYING & MAPPING

7100 I-60 West, Suite 100 Amarillo, Texas 79106
 Phone (806) 369-0000 Fax (806) 369-0717

5/7

EXHIBIT "B"



PROJECT NUMBER: 3541108B.DWG	PREPARED FOR:	PREPARED BY:	
REVISIONS:	DATE:		

Williams
COMMUNICATIONS GROUP
Network Services

GRESHAM & ASSOCIATES, INC.
SURVEYING & MAPPING

7100 I-40 West, Suite 100 Amarillo, Texas 79106
Phone: (806) 350-0600 Fax: (806) 350-0717

EXHIBIT "C"

6/7

Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M., Arapahoe County, Colorado.

7/7

EXHIBIT "D"

Amoco Pipeline company has assigned to Williams Communications, Inc. for its use the most northerly 15 feet of its existing easement.

RETURN RECORDED DOCUMENTS TO:

George N. Otey, Manager, Property Administration
Williams Communications, Inc.
110 West 7th Street, Suite 500
Tulsa, Oklahoma 74119

B0062085
5/24/2000 16:20:15
PG: 0001-014
70.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("the Assignment Agreement") dated this 7th day of August 1998 between Amoco Pipeline Company, a Maine corporation having its main office at 28100 Torch Drive, Warrenville, Illinois (alternatively "Assignor" or "Amoco") and Williams Communications, Inc., a Delaware corporation with its principal place of business in Tulsa, Oklahoma (alternatively "Assignee" or "Williams").

RECITALS

1. Amoco is the current owner of rights-of-way along a segment of its pipeline system extending from Bushton, Kansas to Wattenberg, Colorado ("Amoco's Right-of-Way") by virtue of numerous right-of-way grants, contracts, easements, licenses, permits, and other similar agreements (individually "Amoco Right-of-Way Contract" and collectively "Amoco Right-of-Way Contracts") under which Amoco owns and operates an interstate natural gas liquids pipeline ("the Pipeline").

2. Pursuant to the Co-Location Agreement dated the 7th day of August 1998, Williams has represented and warranted to Amoco that Williams shall secure appropriate landowner consent to permit the construction, ownership, operation, and maintenance of its Telecom Facilities within Amoco's Right-of-Way (as such capitalized terms are defined in the Co-Occupancy Agreement), along a route that is approximately 275 miles in length, and traversing the counties and legal descriptions more particularly set forth in the Exhibit "B," Schedule 1, attached hereto and incorporated by reference.

3. Amoco agrees to waive any objection to Williams constructing, owning, operating, and maintaining the Telecom Facilities within Amoco's Right-of-Way, based on certain terms, conditions, and agreements set forth in the Co-Occupancy Agreement and this Assignment and Assumption Agreement, and Williams is willing to accept and agree to such terms and conditions.

4. The parties desire to set forth in this Assignment Agreement certain terms and conditions governing Amoco's assignment of rights to Williams to construct, own, operate, and maintain such Telecom Facilities in the Williams Right-of-Way, together with Williams' duties and obligations under this Assignment Agreement;

NOW THEREFORE, for the consideration recited in the Co-Occupancy Agreement and herein, the parties agree as follows:

1. **PERMITTED ASSIGNMENT OF RIGHTS.** Insofar as Amoco has the legal right to do so, and subject to the terms and conditions contained in the Agreement, Amoco hereby assigns, transfers and conveys unto Williams a non-exclusive right and interest in a portion of Amoco's Right-of-Way, said portion being fifteen (15) feet in width, extending from Amoco's Line List number 148 to a terminus point near Assignor's Wattenberg Station (such exact location to Be determined by agreement of both parties subsequent to the execution of this Agreement), running parallel to and located within the northerly boundary of Amoco's Right-of-Way as it exists as of the date of this Agreement ("Williams Right-of-Way") for the purposes of Williams constructing, owning, operating, and maintaining solely Telecom Facilities. Williams acknowledges that the rights granted to it under this Assignment Agreement are expressly subject to all applicable laws, ordinances, regulations, easements, restrictions, rights-of-way, conditions, exceptions, reservations, and covenants of whatsoever nature, either of record or ascertainable by inspection, and is without any warranty of title, express or implied, by Amoco. The rights granted to Williams under this Assignment Agreement include the right to use said lands only to the extent Amoco has such rights, only insofar as Amoco has the right to grant such rights to Williams, and only for the purposes set forth in this Assignment Agreement. In the event that ingress and egress to and from the Williams Right-of-Way requires that Williams traverse a portion of Amoco's Remaining Right-of-Way, Williams agrees that it shall traverse Amoco's property only upon those routes and in that manner designated by Amoco.

The parties hereto acknowledge that the Exhibit B, Schedule 1 attached and incorporated by reference hereto lists all of the private party Amoco Right-of-Way Contracts for the Amoco Right-of-Way. To the extent that any Amoco Right-of-Way Contract reflected on the attached Exhibit B, Schedule 1 is by its express or implied terms or by operation of law not capable of being validly partially assigned or transferred by Amoco to Williams without the consent or waiver of the owner or issuer thereof or the other party thereto, or any third person (including a government or governmental unit), or if such assignment, transfer or attempted assignment or transfer would constitute a termination or breach thereof or a violation of any law, decree, order, regulation or other governmental edict or is otherwise not practicable, this Assignment Agreement shall not constitute an assignment or transfer thereof, or an attempted assignment or transfer thereof, and that unassignable Amoco Right-of-Way Contract shall be excepted from the Amoco Right-of-Way Contracts being partially assigned hereunder.

2. **LANDOWNER USE CONSENT.** To the extent that any Amoco Right-of-Way Contract by its express or implied terms or by operation of law does not currently provide for such facilities as Williams' Telecom Facilities to be constructed, operated, and maintained within Amoco's Right-of-Way, Williams hereby represents and warrants that it shall secure all appropriate landowner consents to permit the construction, ownership, operation and maintenance of its Telecom Facilities within Amoco's Right-of-Way by utilizing, wherever possible, the Supplemental Agreement, the form of which is attached and incorporated by reference to the Co-Occupancy Agreement, and take no action which would compromise, jeopardize, or otherwise violate any term, condition, or restriction contained in any Amoco Right-of-Way Contract.

3. **AMOCO'S RESERVATION OF RIGHTS.** Amoco hereby reserves the right to use and enjoy the lands covered by this Assignment Agreement for any and all purposes consistent with Williams' use and operation thereupon, including, but not limited to, installing and operating new pipeline facilities, or installing telecommunications facilities under a grant of Amoco License from Williams, provided that Amoco's use does not in any way interfere with Williams' continued use of the Williams Right-of-Way in accordance with the rights granted hereunder.

4. **USE.** Amoco hereby consents to the installation by Williams of up to three (3) conduits within the Telecom Facilities to be located within the Williams Right-of-Way. Notwithstanding any term to the contrary contained in any of the Williams Additional Right-of-Way Contracts, Williams shall not install more than three (3) conduits within the Williams Right-of-Way without the further consent of Amoco.

5. **NOTICES.** All notices and other communications hereunder shall be in writing and shall be deemed effective and given only upon receipt, when delivered personally by facsimile transmission, by overnight courier, by telex or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof:

IF TO AMOCO: AMOCO CORPORATION
200 East Randolph Drive, MC1907
Chicago, IL 60601
ATTENTION: Amoco Pipeline Counsel
Phone: (312) 856-3171
Facsimile: (312) 856-_____

WITH A COPY TO: AMOCO PIPELINE COMPANY
28100 Torch Parkway , ITE 800
Warrenville, Illinois 60555
ATTN: Manager, Business Development
Telephone: (630) 836-5115
Facsimile: (630) 836-5187

or such other person or address as Amoco shall furnish Williams in writing.

IF TO WILLIAMS: WILLIAMS COMMUNICATIONS, INC.
2600 One Williams Center
Tulsa, Oklahoma 74172
ATTENTION: Director, Fiber Services
Telephone: (918) 573-2715
Facsimile: (918) 573-6389

or such other person or address as Williams shall furnish Amoco in writing.

4/14

6. **NON-EMERGENCY WORK.** Williams shall notify Amoco at least 72 hours in advance of initiating any work over the Williams Right-of-Way that involves excavation or other work below ground level and shall give Amoco the opportunity to have an inspector present during any such activity, at Williams' expense. Further, upon request of Amoco, Williams shall make available to Amoco all plans, specifications, and procedures to be utilized in any such work in the Williams Right-of-Way. Amoco's review and/or inspection of such plans, specifications, and procedures shall not be deemed to constitute Amoco's concurrence with or approval of such plans, specifications, and procedures. Amoco shall provide Williams with at least seventy-two (72) hours' notice prior to performing non-emergency pipeline maintenance work within the Williams Right-of-Way, in order that Williams may have an inspector present, at its own expense.

7. **EMERGENCY WORK.** Williams shall provide Amoco with notice as promptly as possible by telephone to Amoco's Operations Control Center, 1-800-548-6482 (or such other number as Amoco designates by written notice) of all emergency maintenance work in the Williams Right-of-Way, and shall use its best efforts to avoid excavation work until an Amoco inspector is on site. Amoco shall provide Williams with notice as promptly as possible by telephone to Williams' Operations Control Department at 1-800-265-"CBUD" (or such other number as Williams designates by written notice) of all emergency maintenance work in the Williams Right-of-Way and shall use its best efforts to avoid excavation work until a Williams inspector is on site.

8. **DEFAULT.** Upon default by either party in the performance of any provisions, conditions or requirements herein, the non-defaulting party may give notice in writing of the default, specifying in detail the default alleged.

a. If the default is a material default, and, after notice of the default, it is not cured within thirty (30) days, then this Agreement may be terminated forthwith by written notice at the non-defaulting party's option.

b. If the default is not a material default, then upon due notice, the defaulting party shall have the right to cure the default within ninety (90) days of the date of such notice, or, if cure cannot be completed within the ninety (90) day period, to notify the non-defaulting party that it will undertake promptly to attempt to cure the default in a reasonable time.

Termination of this Assignment Agreement shall not relieve either party from any obligation accruing or accrued to the date of such termination or deprive a party not in default of any remedy otherwise available to it.

9. **RIGHT TO CURE.** In the event Williams fails to comply with any of the terms, covenants, or conditions of this Assignment Agreement, Amoco shall be entitled to seek damages and/or injunctive relief, and any other remedies available at law or in equity. Amoco shall be entitled, but shall not under any circumstances be obligated, to take such action as may

be necessary or appropriate to bring Williams' Telecom Facilities or operations into compliance, and Williams shall be obligated to compensate Amoco for all costs and expenses reasonably incurred by Amoco in taking such action, including normal and reasonable markups for payroll burden and overhead. Except in the case of any emergency situation, Amoco shall not take such action relative to Williams' Telecom Facilities or operations without first giving Williams notice and a reasonable period of time to diligently pursue and complete said cure.

10. **TERMINATION.** Amoco shall have the right to terminate this Assignment and all or some portion of Williams' rights hereunder only in accordance with the provisions of this paragraph. In the event Amoco reasonably believes that Williams' actions jeopardize Amoco's rights in and to all or some portion of the Amoco Right-of-Way, Amoco shall provide to Williams a written notice which contains: 1) the statement that Amoco claims that Williams' actions jeopardize Amoco's rights in and to all or some portion of the Amoco Right-of-Way; 2) a detailed statement of Williams' actions which Amoco claims jeopardize Amoco's rights in and to all or some of the portion of the Amoco Right-of-Way; and 3) a detailed statement of the actions which Amoco demands Williams to take or the actions which Amoco demands Williams to cease. In the event Williams does not remediate its behavior or correct the noted deficiency within a reasonable period of time to Amoco's reasonable satisfaction, Amoco shall have the right to terminate this Assignment Agreement. Amoco or Williams shall further have such termination rights in the event Williams' Telecom Facilities remains in non-usage for a period of 36-consecutive months. In such case, any right of Williams to utilize the Williams Right-of-Way under this Assignment Agreement shall cease and terminate and, at Amoco's election, Williams shall either take up and remove the Telecom Facilities from the Williams Right-of-Way, or leave such Telecom Facilities in the ground and execute such documents as may be reasonably necessary to vest and reflect ownership in the Telecom Facilities with Amoco.

11. **COMPLIANCE WITH ALL LAWS.** In all operations and activities on or about the Williams Right-of-Way and the Remaining Amoco Right-of-Way, including maintenance, inspection, operations, repair, replacement, change and removal, Williams shall comply with all applicable laws, rules, regulations, permits, rights-of-way, industry codes or standards, etc. regarding safety and maintenance and shall do so in such a manner as to prevent: 1) injury to any persons; 2) damage to any party's equipment, property, facilities or material being transported; and 3) contamination or emissions of any kind. At the direction of Amoco's job representative, a pre-job safety conference shall be required at the location. Amoco reserves the right to stop or terminate any activity by Williams or its contractors which Amoco reasonably considers unsafe. Williams agrees that it shall be solely responsible for securing any permission or consent as is required from any party with an interest in the Williams Right-of-Way prior to commencement of any construction activities and will perform all obligations, covenants and conditions relating to the Williams' Right-of-Way. Williams shall obtain, renew, and keep in full force and effect any and all necessary and appropriate permits for the operation of its Telecom Facilities within the Williams Right-of-Way. Should any of Williams' actions on the Williams Right-of-Way give rise to any third party claims, Williams covenants that it shall resolve such claims promptly. In the event Williams does not settle such claims promptly and such actions result in Amoco being deemed in violation of any agreement or obligation, Williams

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agrees that Amoco, after providing notice to Williams, shall have the right to intercede and settle such damage claim and that Williams shall reimburse Amoco for the damage claim amount tendered by Amoco. Further, Williams agrees that it will restore the Williams Right-of-Way to its original condition upon completion of any activities disturbing the Williams Right-of-Way within a reasonable period of time thereafter. Except as provided for herein, Williams shall not undertake any construction, replacement, or other activity on the Williams Right-of-Way.

12. **CO-OCCUPANCY AGREEMENT.** To the extent that any issues or responsibilities which arise under this Assignment Agreement are not addressed herein, the terms and provisions of the Co-Occupancy Agreement shall apply and govern as though fully set forth herein.

13. **RECORDABLE FORM.** The parties hereto that it is the intention of the parties that this document and attachments hereto be recorded in those Counties which the Pipeline traverses and, to the extent some modifications are required post execution to bring the document into a form recordable in each particular jurisdiction, the parties hereto agree that they shall cooperate in this regard.

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IN WITNESS WHEREOF, Amoco Pipeline Company and Williams Communications, Inc., have caused this Assignment and Assumption Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

AMOCO PIPELINE COMPANY
(ASSIGNOR)

L.B. Peck, Vice President

SUBSCRIBED AND SWORN TO before me this 31ST day of January 2000.

Notary Public

My commission expires:



WILLIAMS COMMUNICATIONS, INC.
(ASSIGNEE)

Greg S. Foberke, Vice President

SUBSCRIBED AND SWORN TO before me this 7th day of January 2000.

Notary Public

My commission expires:

11-22-2001



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EXHIBIT "B," SCHEDULE 1

This schedule shall be a county-by-county breakdown of the right-of-way route, the section-township-range information, and the recording information for each private-party Amoco right-of-way contract.

**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's KX BOOK	WCI's KX PAGE	WCI's KX RECEPTION #	WCI's KX DATE RECORDED
LL532	2240/795	CO-AR-002	Arapahoe	Colorado	All of Section 24, Township 5 South, Range 57 West of the 6th P.M. Southwest Quarter (SW1/4) of Section 13, Township 5 South, Range 57 West of the 6th P.M. AND South Half (S1/2) Sec.14; South Half (S1/2) and Northwest Quarter (NW1/4) of Section 15, T5 South, Range 57 West	S24 T5S R57W	NA	NA	A8161021	10/8/1998
LL533 & LL534	2263/549	CO-AR-003	Arapahoe	Colorado	South Half (S1/2) of Section 7, Township 5 South, Range 57 West of the 6th P.M. and all of 17 and NE1/4 of 18	S13, S14, S15 T5S R57W	NA	NA	A8161022	10/8/1998
LL538	2240/787	CO-AR-005	Arapahoe	Colorado		S/2 S7; S17; N/2 S18 T5S R57W	NA	NA	A8161023	10/8/1998
PART OF LL536 & LL537	2240/785	CO-AR-006	Arapahoe	Colorado		PART OF S12 T5S R58W	NA	NA	A8161024	10/8/1998
LL536 & LL537	2240/785	CO-AR-007	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-008	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-009	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	All S9 & All S10 T5S R58W	NA	NA	A8202912	12/11/1998
LL539	2240/791	CO-AR-010	Arapahoe	Colorado	All Section 8 Township 5 S Range 58 W	ALL S8 T5S R58W	NA	NA	A8161025	10/8/1998
LL536 & LL537	2240/785	CO-AR-011	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	ALL S5 T5S R58W	NA	NA	A8161026	10/8/1998
LL540	2240/793	CO-AR-012	Arapahoe	Colorado	E Half (1/2) Northwest Quarter (NW1/4) and Northeast Quarter (NE1/4) and East Half (E1/2) Southeast Quarter (SE1/4); West Half (W1/2) and West Half (W1/2); East Half (E1/2) Southwest Quarter (SW1/4) and West Half (W1/2) Southeast Quarter (SE1/4), Section 6, T	ALL S6 T5S R58W	NA	NA	A8161027	10/8/1998

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**EXHIBIT B - SCHEDULE 1
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

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LL541 & LL546 (V-SITE)	2240/779	CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	A8212975	1/7/1999
LL541 & LL546(V-SITE)		CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	9003689	1/7/1999
LL542	2240/783	CO-AR-014	Arapahoe	Colorado	West Half (W1/2), Section 2, Township 5 S, Range 59 W; All of Section 3, Township 5 S, Range 59 W	W/2 S2 T5S R59W and all of section 3	NA	NA	A8202913	12/11/1998
LL543 & PART OF LL542	2254/427	CO-AR-015	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 4, Township 5 S, Range 59 W of the 6th P.M.	ALL S3 & NE1/4 S4 T5S R59W and all of S3	NA	NA	A8161028	10/8/1998
LL545	2241/25	CO-AR-017	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	E/2 S32 T4S R59W and all of S31, 4S, 59W and all of S36, 4S, 60W.	NA	NA	A8161029	10/8/1998
LL547	NA	CO-AR-018	Arapahoe	Colorado	SW1/4 & NW1/4 Section 32 Township 4 s Range 59 W	SW4 S32 T4S R59W	NA	NA	A8174194	11/2/1998
LL545	2241/25	CO-AR-019	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	ALL S31 T4S R59W & ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
LL545	NA	CO-AR-020	Arapahoe	Colorado		ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
PART OF LL544	2241/15	CO-AR-021	Arapahoe	Colorado	(See CO-AR-016 & 021)		NA	NA	A8174195	11/2/1998
LL548 & LL549	2241/21	CO-AR-022	Arapahoe	Colorado			NA	NA	A8174196	11/2/1998
LL551	2241/23	CO-AR-024	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998
LL551		CO-AR-026	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998

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ARAPAHOE COUNTY, COLORADO**

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LL553	2241/29	CO-AR-029	Arapahoe	Colorado			NA	NA	A8202915	12/11/1998
LL554	2241/19	CO-AR-030	Arapahoe	Colorado	East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) of Section 32, Township 4 S, Range 60 W of the 6th P.M. also included an additional 50' (fifty feet) on West side of the East Half of Northwest Quarter o	W/2 NE/4 & E/2 NW/4 S32 T4S R60W	NA	NA	A8190326	11/24/1998
LL555	2241/17	CO-AR-033**	Arapahoe	Colorado			NA	NA	A8190325	11/24/1998
LL556	2241/13	CO-AR-034	Arapahoe	Colorado	North Half (N1/2) of Section 31, Township 4 S, Range 60 W of the 6th P.M.	N1/2 S31 T4S R60W	NA	NA	A8174198	11/2/1998
LL557	2241/11	CO-AR-035	Arapahoe	Colorado	Lots 3 and 4, the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of Section 31, Township 4 South, Range 60 West of the 6th P.M.	SE/4 S31 T4S R60W	NA	NA	A8167193	10/20/1998
248 LL559 & LL560	2240/777	CO-AR-037A	Arapahoe	Colorado	Southwest 4 of Section Thirty-five (35), Township Four (4) South, Range Sixty-one (61) West of the Sixth Principal Meridian	SE/4 E/2 SW/4 and SW/SW of S34 S/2 S35 T4S R61W L&E PARCEL	NA	NA	A8167194	10/20/1998
LL559 & LL560	2240/777	CO-AR-037B	Arapahoe	Colorado	Parcel in SE/4 SEC.35, T4S, R61W	PARCEL IN SE/4 S35 T4S R 61W	NA	NA	A8167195	10/20/1998
LL559 & LL560	2240/777	CO-AR-038	Arapahoe	Colorado		S/2 SW/4 & NE/4 SW/4 S34 T4S R61W	NA	NA	A8167196	10/20/1998
LL561	2240/775	CO-AR-039	Arapahoe	Colorado	1/1 INT. NW/4 and NW/SW/ of Sec. 34	NW/4 & NW/SW 34,4S,61W	NA	NA	A8167197	10/20/1998
LL562 & LL563	2240/773	CO-AR-040	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M.	T4S R61W and all of S31	NA	NA	A8167198	10/20/1998
LL564	2240/773	CO-AR-041	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M. AND All of Sections 35 and 36, Township 4 S, Range 62 W of the 6th P.M.	ALL S31 T4S R61W & ALL S35 & S36 T4S R62W	NA	NA	A8167199	10/20/1998
LL565	2240/769	CO-AR-042	Arapahoe	Colorado	All of Section 33, and All of Section 34, Township 4 S, Range 62 W of the 6th P.M.	ALL S34 T4S R62W and all of S33	NA	NA	A8174200	11/2/1998
PART OF LL567	NA	CO-AR-044	Arapahoe	Colorado	The North 1/2 of Section 32, Township 4 S, Range 62 W of the 6th P.M.	N/2 S32 T4S R62W	NA	NA	A8161030	10/8/1998
PART OF LL567 & LL568	NA	CO-AR-044A	Arapahoe	Colorado	W/2 29 W/2 W/2 30, T4S, R62W	W/2 29 & W/2 W/2 30	NA	NA	A9015942	1/28/1999

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Amoco Tract #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
PART OF LL568	NA	CO-AR-044B	Arapahoe	Colorado	E/2 W/2 30, T4S, R62W	E/2 W/2 30 (4S, 62W)	NA	NA	A9015943	1/28/1999
PART OF LL568	NA	CO-AR-044C	Arapahoe	Colorado	SE/4 30, EXC. E/2 E/2 SE (T4S, R62W)	SE/4 30 (4S, 62W)	NA	NA	A9015944	1/28/1999
LL566 & LL567	NA	CO-AR-044D	Arapahoe	Colorado	E/2 29, T4S, R62W	E/2 29 (4S, 62W)	NA	NA	A9015945	1/28/1999
PART OF LL568	2240/761	CO-AR-045A	Arapahoe	Colorado	N/2 N/2 31, T4S, R62W 9 (Before outsale to co-ar-045B)	S/2 N/2 NE/4 & N/2 NW/4 EXCEPT PARCEL S31 T4S R62W	NA	NA	A8167200	10/20/1998
PART OF LL568	2240/761	CO-AR-045B	Arapahoe	Colorado	N/2 N/2 NE/4 of 31, T4S, R62W	N/2 N/2 NE/4 S31 T4S R62W	NA	NA	A8174193	11/2/1998
LL569 & LL570	2240/743	CO-AR-047	Arapahoe	Colorado	South Half of the Northwest Quarter (S1/2 NW1/4) and the Southwest Quarter (SW1/4), and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 25, Township 4 S, Range 63 W of the 6th P. M.	S1/2 NW1/4; SW1/4; S1/2SE1/4 S25 T4S R63W	NA	NA	A8161031	10/8/1998
PART OF LL571	2240/759	CO-AR-048A	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167201	10/20/1998
PART OF LL571	2240/759	CO-AR-048B	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167202	10/20/1998
PART OF LL571	2240/759	CO-AR-048C	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167203	10/20/1998
PART OF LL571	2240/759	CO-AR-048D	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167204	10/20/1998
PART OF LL571	2240/759	CO-AR-048E	Arapahoe	Colorado	PART OF W/2 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8190328	11/24/1998
PART OF LL571	2240/759	CO-AR-048F	Arapahoe	Colorado	SE/4 & S30' of SW/4, S.26, 4S, 63W	SE/4 S26 T4S R63W	NA	NA	A8181153	11/10/1998
PART OF LL571	2240/759	CO-AR-048H	Arapahoe	Colorado		SE/SE S 22 T4S R63W	NA	NA	A8174201	11/2/1998
LL572 & LL573	2240/751	CO-AR-049	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P. M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE/4, S.22	NA	NA	A8167205	10/20/1998

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ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL572 & LL573	2240/751	CO-AR-050	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE1/4 S.22	NA	NA	A8167206	10/21/1998
LL574	2240/753	CO-AR-051A	Arapahoe	Colorado	Southeast Quarter (SE1/4) of Section 21, 4S, Range 63W of the 6th P.M.	SE1/4 S21 4S 63W	NA	NA	A8161154	11/10/1998
LL577	2240/755	CO-AR-051B	Arapahoe	Colorado	Northwest Quarter of Sec. 21 4S, Range 63W of the 6th P.M.	NW1/4 S21 4S 63W	NA	NA	A8167206	10/20/1998
LL577	2240/755	CO-AR-051C	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 21, 4S Range 63W of the 6th P.M.	NE1/4 S21 4S 63W	NA	NA	A8167207	10/20/1998
LL575 & LL576	2240/750	CO-AR-055	Arapahoe	Colorado	South Half (S1/2) of Section 17, Township 4 S, Range 63 W of the 6th P.M.; North Half (N1/2) of Section 20, Township 4 S, Range 63 W of the 6th P.M.	N1/2 S20 T4S R63W and S1/2 S17 T4S R63W	NA	NA	A8161032	10/8/1998
LL578	2240/747	CO-AR-056A	Arapahoe	Colorado	Part of the Southeast Quarter (SE1/4) of Section 18, Township 4 South, Range 63 West of the 6th P.M., more particularly described by metes and bounds by that Warranty Deed recorded 8/20/98 at Book A8137, Page 430, Arapahoe County, Colorado.		NA	NA	A8174202	11/2/1998
LL579	2240/745	CO-AR-056B	Arapahoe	Colorado	W1/4 of Section 18, Township 4 South, Range 63W of the 6th P.M.	W1/4 S18 T4S R63W	NA	NA	A8212980	12/28/1998
LL581	2254/429	CO-AR-058	Arapahoe	Colorado	The South One-half of the Southeast Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 64 West of the 6th P.M.	S2 SE1/4 S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL581	2240/727	CO-AR-058A	Arapahoe	Colorado	W/2 SE1/4 S13 T4S R64W	W/2 SE1/4 S13 T4S R64W	NA	NA	A8167208	10/20/1998
LL581	2240/727	CO-AR-058B	Arapahoe	Colorado	NE1/4 SE1/4 S13 T4S R64W	NE1/4 SE1/4 S13 T4S R64W	NA	NA	A8181156	11/10/1998
LL581	2240/727	CO-AR-058C	Arapahoe	Colorado	SE1/4 SE1/4 S13 T4S R64W	SE1/4 SE1/4 S13 T4S R64W	NA	NA	A8167209	10/20/1998
NA	NA	CO-AR-059	Arapahoe	Colorado		S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL582 & LL583	NA	CO-AR-060	Arapahoe	Colorado	The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 4 South, Range 63 West of the 6th P.M.	N1/2 NE1/4 SW1/4 S13 T4S R64W	NA	NA	A8161033	10/8/1998
LL584	2267/17	CO-AR-061	Arapahoe	Colorado	The South One-half of the Southwest Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 63 West of the 6th P.M.	S1/2 SW1/4 NW1/4 S13 T4S R64W	NA	NA	A8181157	11/10/1998

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**EXHIBIT B - SCHEDULE 1
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Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL585	2240/725	CO-AR-062	Arapahoe	Colorado	The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 4 South, Range 64 West of the 6th P.M.	N/2 SW/4 NW/4 S13 T4S R64W	NA	NA	A8167211	10/20/1998
LL586	2240/729	CO-AR-063	Arapahoe	Colorado	The North half of the Northeast quarter of Section 14, Township 4 South, Range 64 West of the 6th P.M.	N/2 NE/4 S14 T4S R64W	NA	NA	A8167212	10/20/1998
LL587	2240/739	CO-AR-064	Arapahoe	Colorado		PART OF NW/4 S14 4S 64W	NA	NA	A8167213	10/20/1998
<p>** CO-AR-033 has additional counterparts of supplemental agreements with the following reception numbers: A8202916, A8202917, and A8190327</p>										

14/14

RETURN RECORDED DOCUMENTS TO:

George N. Otey, Manager, Property Administration
Williams Communications, Inc.
110 West 7th Street, Suite 500
Tulsa, Oklahoma 74119

60 -
B0062086
5/24/2000 16:20:15
PG: 0001-010
50.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereafter, the "Amoco License") dated this ____ day of _____, 1999, is entered into by and between Williams Communications, Inc., a Delaware corporation (hereafter, "Williams") with its principal place of business in Tulsa, Oklahoma, and Amoco Pipeline Company, a Maine corporation (hereafter, "Amoco") with its principal place of business in Warrenville, Illinois.

WHEREAS, the parties have previously executed a Co-Occupancy Agreement dated August 7, 1998 (hereafter, the "Co-Occupancy Agreement"); and

WHEREAS, the Co-Occupancy Agreement requires certain instruments to be entered into between Williams and Amoco, one of which is this Amoco License; and

WHEREAS, a schedule of the Supplemental Pipeline Right-of-Way Agreements and the Right-of-Way and Easement Agreements which are covered by this Amoco License is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the terms and conditions of the joint use contemplated herein are set forth in the Co-Occupancy Agreement and other instruments referenced therein entered into between Williams and Amoco.

NOW THEREFORE, for the consideration recited in the Co-Occupancy Agreement, the parties agree as follows:

1. **Amoco License.** Subject to the exceptions, reservations, covenants and conditions contained in this Amoco License, Williams hereby grants unto Amoco a non-exclusive license, to the extent it has the authority to do so, to occupy and use its easements and rights-of-way obtained by the Additional Williams Right-of-Way Contracts (as defined by the Co-Occupancy Agreement) and the Supplemental Pipeline Right-of-Way Agreements (as defined by the Co-Occupancy Agreement) which are described in the schedule marked as Exhibit A and attached hereto and made a part hereof (hereafter jointly referred to as the "Right-of-Way"), for any purpose allowed by such contracts and agreements, and upon the following additional terms described herein, provided that Amoco's use does not materially interfere with Williams' continued use of the Right-of-Way.
2. **Assignment.** This Amoco License may, at Amoco's option, be assigned, licensed, leased, sold or otherwise transferred by Amoco to a third party; provided that such transferee assumes all obligations of Amoco under this Amoco License.
3. **Term.** The term of this Amoco License shall commence upon the execution hereof and shall remain in effect for so long as the Co-Occupancy Agreement remains in effect. The initial twenty-five (25) year term of the Co-Occupancy Agreement shall be renewed, extended, and terminated in accordance with the Co-Occupancy Agreement. Termination of the Co-Occupancy Agreement will constitute a termination of this Amoco License.

4. **Costs.** All costs and expenses resulting from or associated with this Amoco License shall be borne solely by Amoco or the benefiting third party. No additional costs or expenses shall be incurred by Williams.
5. **Approval of Project/Construction Specifications.** Williams reserves the right to preview and approve the design and specifications of any project to be performed pursuant to this Amoco License and no construction activities shall commence without such approval from Williams, such approval not to be unreasonably withheld. Williams shall be notified sixty (60) days prior to the commencement of any construction activities within the Right-of-Way.
6. **Quality of Work.** All work performed pursuant to this Amoco License shall be performed in a good and workmanlike manner consistent with accepted industry standards and in such a manner as to minimize the impact on Williams' continuous operation of its facilities within the Right-of-Way.
7. **Amendments.** This Amoco License shall not be amended except by an instrument in writing, signed by both parties.
8. **Indemnity.** Amoco agrees to indemnify and hold Williams harmless from and against any causes of action, claims, damages, losses, penalties, costs (including reasonable attorney fees) arising out of or related to the grant of this Amoco License and/or the use by Amoco of the rights granted by this Amoco License.
9. **Successors and Assigns.** This Amoco License shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, Amoco Pipeline Company and Williams Communications, Inc., have caused this Assignment and Assumption Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

**WILLIAMS COMMUNICATIONS, INC.
(ASSIGNEE)**

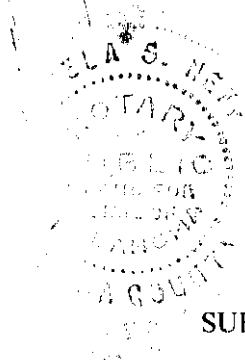
Greg S. Floerke
Greg S. Floerke, Vice President

SUBSCRIBED AND SWORN TO before me this 7th day of January 2000.

Pamela S. Neff
Notary Public

My commission expires:

11-22-2001



**AMOCO PIPELINE COMPANY
(ASSIGNOR)**

L.B. Peck
L.B. Peck, Vice President

SUBSCRIBED AND SWORN TO before me this 31ST day of January 2000.

Mary A. Reh
Notary Public

My commission expires:



EXHIBIT A

4/10

This exhibit will contain a schedule of the easements with cross-reference to book and page numbers for the right-of-way covered by the license.

EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL532	2240/795	CO-AR-002	Arapahoe	Colorado	All of Section 24, Township 5 South, Range 57 West of the 6th P.M.	S24 T5S R57W	NA	NA	A8161021	10/8/1998
LL533 & LL534	2263/549	CO-AR-003	Arapahoe	Colorado	Southwest Quarter (SW1/4) of Section 13, Township 5 South, Range 57 West of the 6th P.M. AND South Half (S1/2) Sec.14; South Half (S1/2) and Northwest Quarter (NW1/4) of Section 15, T5 South, Range 57 West	S13, S14, S15 T5S R57W	NA	NA	A8161022	10/8/1998
LL538	2240/787	CO-AR-005	Arapahoe	Colorado	South Half (S1/2) of Section 7, Township 5 South, Range 57 West of the 6th P.M. and all of 17 and NE1/4 of 18	S/2 S7; S17; N/2 S18 T5S R57W	NA	NA	A8161023	10/8/1998
PART OF LL536 & LL537	2240/785	CO-AR-006	Arapahoe	Colorado		PART OF S12 T5S R58W	NA	NA	A8161024	10/8/1998
LL536 & LL537	2240/785	CO-AR-007	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-008	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	W of CO RD 269 S12 T5S R58W	NA	NA	A8174194	11/2/1998
LL536 & LL537	2240/785	CO-AR-009	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	All S9 & All S10 T5S R58W	NA	NA	A8202912	12/11/1998
LL539	2240/791	CO-AR-010	Arapahoe	Colorado	All Section 8 Township 5 S Range 58 W	ALL S8 T5S R58W	NA	NA	A8161025	10/8/1998
LL536 & LL537	2240/785	CO-AR-011	Arapahoe	Colorado	All of Section 17, and the Northeast Quarter (NE1/4) of Section 18, Township 5 S., Range 57 W., 6th Principal Meridian; All of Sections 5, 9, 10, 11, 12, Township 5 S., Range 58 W., 6th Principal Meridian	ALL S5 T5S R58W	NA	NA	A8161026	10/8/1998
LL540	2240/793	CO-AR-012	Arapahoe	Colorado	E Half (1/2) Northwest Quarter (NW1/4) and Northeast Quarter (NE1/4) and East Half (E1/2) Southeast Quarter (SE1/4); West Half (W1/2) West Half (W1/2); East Half (E1/2) Southwest Quarter (SW1/4) and West Half (W1/2) Southeast Quarter (SE1/4), Section 6, T	ALL S6 T5S R58W	NA	NA	A8161027	10/8/1998

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ARAPAHOE COUNTY, COLORADO

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm. Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL541 & LL546 (V-SITE)	2240/779	CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	A8212975	1/7/1999
LL541 & LL546 (V-SITE)		CO-AR-013	Arapahoe	Colorado	Located in Section 1, Township 5 South, Range 59 West of the 6th P.M.; East Half (E1/2) of Section 2, Township 5 South, Range 59 West of the 6th P.M. Section 35, Township 4 South, Range 59 West of the 6th P.M.	ALL S35 T4S R59W; ALL S1 & E/2 S2 T5S R59W	NA	NA	9003689	1/7/1999
LL542	2240/783	CO-AR-014	Arapahoe	Colorado	West Half (W1/2), Section 2, Township 5 S, Range 59 W; All of Section 3, Township 5 S, Range 59 W	W/2 S2 T5S R59W and all of section 3	NA	NA	A8202913	12/11/1998
LL543 & PART OF LL542	2254/427	CO-AR-015	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 4, Township 5 S, Range 59 W of the 6th P.M.	ALL S3 & NE1/4 S4 T5S R59W and all of S3.	NA	NA	A8161028	10/8/1998
LL545	2241/25	CO-AR-017	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	E/2 S32 T4S R59W and all of S31, 4S, 59W and all of S36, 4S, 60W.	NA	NA	A8161029	10/8/1998
LL547	NA	CO-AR-018	Arapahoe	Colorado	SW1/4 & NW1/4 Section 32 Township 4 s Range 59 W	SW4 S32 T4S R59W	NA	NA	A8174194	11/2/1998
LL545	2241/25	CO-AR-019	Arapahoe	Colorado	East Half (E1/2), Section 32, Township 4 S, Range 59 W; All of Section 31 Township 4 S, Range 59 W; All of Section 36 Township 4 S, Range 60 W of the 6th P.M.	ALL S31 T4S R59W & ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
LL545	NA	CO-AR-020	Arapahoe	Colorado	(See CO-AR-016 & 021)	ALL S36 T4S R60W	NA	NA	A8181152	11/10/1998
PART OF LL544 & LL549	2241/15	CO-AR-021	Arapahoe	Colorado			NA	NA	A8174195	11/2/1998
LL548 & LL549	2241/21	CO-AR-022	Arapahoe	Colorado			NA	NA	A8174196	11/2/1998
LL551	2241/23	CO-AR-024	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998
LL551		CO-AR-026	Arapahoe	Colorado	That part of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) lying North and East of the Union Pacific Railroad, except for roads and right-of-way in Section 34, Township 4 S, Range 60 W of the 6th P.M.	NW4 & SE4SW4 7 ALL SW4 N OF RR, S34 T4S R60W	NA	NA	A8174197	11/2/1998

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL553	2241/29	CO-AR-029	Arapahoe	Colorado			NA	NA	A8202915	12/11/1998
LL554	2241/19	CO-AR-030	Arapahoe	Colorado	East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) of Section 32, Township 4 S, Range 60 W of the 6th P.M. also included an additional 50' (fifty feet) on West side of the East Half of Northwest Quarter	W/2 NE/4 & E/2 NW/4 S32 T4S R60W	NA	NA	A8190326	11/24/1998
LL555	2241/17	CO-AR-033**	Arapahoe	Colorado			NA	NA	A8190325	11/24/1998
LL556	2241/13	CO-AR-034	Arapahoe	Colorado	North Half (N1/2) of Section 31, Township 4 S, Range 60 W of the 6th P.M.	E/2 W/2 NW/4 S32 T4S R60W	NA	NA	A8174198	11/2/1998
LL557	2241/11	CO-AR-035	Arapahoe	Colorado	Lots 3 and 4, the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of Section 31, Township 4 South, Range 60 West of the 6th P.M.	SE/4 S31 T4S R60W	NA	NA	A8167193	10/20/1998
LL559 & LL560	2240/777	CO-AR-037A	Arapahoe	Colorado	Southwest 4 of Section Thirty-five (35), Township Four (4) South, Range Sixty-one (61) West of the Sixth Principal Meridian	SE/4 E/2 SW/4 and SW/SW of S34 S/2 S35 T4S R61W L&E PARCEL	NA	NA	A8167194	10/20/1998
LL559 & LL560	2240/777	CO-AR-037B	Arapahoe	Colorado	Parcel in SE/4 SEC.35,T4S,R61W	PARCEL IN SE/4 S35 T4S R 61W	NA	NA	A8167195	10/20/1998
LL559 & LL560	2240/777	CO-AR-038	Arapahoe	Colorado		S/2 SW/4 & NE/4 SW/4 S34 T4S R61W	NA	NA	A8167196	10/20/1998
LL561	2240/775	CO-AR-039	Arapahoe	Colorado	1/1 INT. NW/4 and NW/SW/ of Sec. 34	NW/4 & NW/SW 34,4S,61W	NA	NA	A8167197	10/20/1998
LL562 & LL563	2240/773	CO-AR-040	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M.	T4S R61W and all of S31	NA	NA	A8167198	10/20/1998
LL564	2240/773	CO-AR-041	Arapahoe	Colorado	All of Sections 31, 32, and 33, Township 4 S, Range 61 W of the 6th P.M. AND All of Sections 35 and 36, Township 4 S, Range 62 W of the 6th P.M.	ALL S31 T4S R61W & ALL S35 & S36 T4S R62W	NA	NA	A8167199	10/20/1998
LL565	2240/769	CO-AR-042	Arapahoe	Colorado	All of Section 33, and All of Section 34, Township 4 S, Range 62 W of the 6th P.M.	ALL S34 T4S R62W and all of S33	NA	NA	A8174200	11/2/1998
PART OF LL567	NA	CO-AR-044	Arapahoe	Colorado	The North 1/2 of Section 32, Township 4 S, Range 62 W of the 6th P.M.	N/2 S32 T4S R62W	NA	NA	A8161030	10/8/1998
PART OF LL567 & LL568	NA	CO-AR-044A	Arapahoe	Colorado	W/2 29,W/2 W/2 30,T4S,R62W	W/2 29 & W/2 W/2 30	NA	NA	A9015942	1/28/1999

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**EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s TRACT # ("WCI")	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
PART OF LL568	NA	CO-AR-044B	Arapahoe	Colorado	E/2 W/2 30, T4S, R62W	E/2 W/2 30 (4S, 62W)	NA	NA	A9015943	1/28/1999
PART OF LL568	NA	CO-AR-044C	Arapahoe	Colorado	SE/4 30, EXC. E/2 E/2 SE (T4S, R62W)	SE/4 30 (4S, 62W)	NA	NA	A9015944	1/28/1999
LL566 & LL567	NA	CO-AR-044D	Arapahoe	Colorado	E/2 29, T4S, R62W	E/2 29 (4S, 62W)	NA	NA	A9015945	1/28/1999
PART OF LL568	2240/761	CO-AR-045A	Arapahoe	Colorado	N/2 N/2 31, T4S, R62W 9 (Before outsale to co-ar-045B)	S/2 N/2 NE/4 & N/2 NW/4 EXCEPT PARCEL S31 T4S R62W	NA	NA	A8167200	10/20/1998
PART OF LL568	2240/761	CO-AR-045B	Arapahoe	Colorado	N/2 N/2 NE/4 of 31, T4S, R62W	N/2 N/2 NE/4 S31 T4S R62W	NA	NA	A8174193	11/2/1998
N/2 LL569 & S/2 LL570	2240/743	CO-AR-047	Arapahoe	Colorado	South Half of the Northwest Quarter (S1/2 NW1/4) and the Southwest Quarter (SW1/4), and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 25, Township 4 S, Range 63 W of the 6th P.M.	S1/2 NW1/4, SW1/4, S1/2 SE1/4 S25 T4S R63W	NA	NA	A8161031	10/8/1998
PART OF LL571	2240/759	CO-AR-048A	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167201	10/20/1998
PART OF LL571	2240/759	CO-AR-048B	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167202	10/20/1998
PART OF LL571	2240/759	CO-AR-048C	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167203	10/20/1998
PART OF LL571	2240/759	CO-AR-048D	Arapahoe	Colorado	PART OF NW/4 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8167204	10/20/1998
PART OF LL571	2240/759	CO-AR-048E	Arapahoe	Colorado	PART OF W/2 S.26, T4S, R63W	PART OF NW/4 S26 T4S R63W	NA	NA	A8190328	11/24/1998
PART OF LL571	2240/759	CO-AR-048F	Arapahoe	Colorado	SE/4 & S30' of SW/4, S.26, 4S, 63W	SE/4 S26 T4S R63W	NA	NA	A8181153	11/10/1998
PART OF LL571	2240/759	CO-AR-048H	Arapahoe	Colorado		SE/SE S 22 T4S R63W	NA	NA	A8174201	11/2/1998
LL572 & LL573	2240/751	CO-AR-049	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE/4, S.22	NA	NA	A8167205	10/20/1998

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ARAPAHOE COUNTY, COLORADO**

Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL572 & LL573	2240/751	CO-AR-050	Arapahoe	Colorado	Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 22, Township 4 S, Range 63 W of the 6th P.M.	SW1/4 SW1/4 & NW1/4 SW1/4 S22 T4S R63W and SW1/4 SE1/4 S22	NA	NA	A8167206	10/21/1998
LL574	2240/753	CO-AR-051A	Arapahoe	Colorado	Southeast Quarter (SE1/4) of Section 21, 4S, Range 63W of the 6th P.M.	SE1/4 S21 4S 63W	NA	NA	A8181154	11/10/1998
LL577	2240/755	CO-AR-051B	Arapahoe	Colorado	Northwest Quarter of Sec. 21 4S, Range 63W of the 6th P.M.	NW1/4 S21 4S 63W	NA	NA	A8167206	10/20/1998
LL577	2240/755	CO-AR-051C	Arapahoe	Colorado	Northeast Quarter (NE1/4) of Section 21 4S Range 63W of the 6th P.M.	NE1/4 S21 4S 63W	NA	NA	A8167207	10/20/1998
LL575 & LL576	2240/750	CO-AR-055	Arapahoe	Colorado	South Half (S1/2) of Section 17, Township 4 S, Range 63 W of the 6th P.M.; North Half (N1/2) of Section 20, Township 4 S, Range 63 W of the 6th P.M.	N1/2 S20 T4S R63W and S1/2 S17 T4S R63W	NA	NA	A8161032	10/8/1998
LL578	2240/747	CO-AR-056A	Arapahoe	Colorado	Part of the Southeast Quarter (SE1/4) of Section 18, Township 4 South, Range 63 West of the 6th P.M., more particularly described by metes and bounds by that Warranty Deed recorded 8/20/98 at Book A8137, Page 430, Arapahoe County, Colorado.		NA	NA	A8174202	11/2/1998
LL579	2240/745	CO-AR-056B	Arapahoe	Colorado	W1/4 of Section 18, Township 4 South, Range 63W of the 6th P.M.	W1/4 S18 T4S R63W	NA	NA	A8212980	12/28/1998
LL581	2254/429	CO-AR-058	Arapahoe	Colorado	The South One-half of the Southeast Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 64 West of the 6th P.M.	S2 SE1/4 S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL581	2240/727	CO-AR-058A	Arapahoe	Colorado	W/2 SE1/4 S13 T4S R64W	W/2 SE1/4 S13 T4S R64W	NA	NA	A8167208	10/20/1998
LL581	2240/727	CO-AR-058B	Arapahoe	Colorado	NE1/4 SE1/4 S13 T4S R64W	NE1/4 SE1/4 S13 T4S R64W	NA	NA	A8181156	11/10/1998
LL581	2240/727	CO-AR-058C	Arapahoe	Colorado	SE1/4 SE1/4 S13 T4SS R64W	SE1/4 SE1/4 S13 T4S R64W	NA	NA	A8167209	10/20/1998
NA	NA	CO-AR-059	Arapahoe	Colorado		S13 T4S R64W	NA	NA	A8167210	10/20/1998
LL582 & LL583	NA	CO-AR-060	Arapahoe	Colorado	The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 4 South, Range 63 West of the 6th P.M.	N1/2 NE1/4 SW1/4 S13 T4S R64W	NA	NA	A8161033	10/8/1998
LL584	2267/17	CO-AR-061	Arapahoe	Colorado	The South One-half of the Southwest Quarter of the Northwest Quarter (S 1/2 SW 1/4 NW 1/4) of Section 13, Township 4 South, Range 63 West of the 6th P.M.	S1/2 SW1/4 NW1/4 S13 T4S R64W	NA	NA	A8181157	11/10/1998

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EXHIBIT A
KANSAS CITY TO DENVER LINE-LIST EXHIBITS TO THE WILLIAMS COMMUNICATIONS, INC. LICENSE AGREEMENT
ARAPAHOE COUNTY, COLORADO

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Amoco TRACT #	Amoco Easement Contract BOOK/PAGE	Williams Comm., Inc.'s ("WCI") TRACT #	COUNTY	STATE NAME	LEGAL DESCRIPTION ON DEED	BRIEF LEGAL DESCRIPTION	WCI's Kx BOOK	WCI's Kx PAGE	WCI's Kx RECEPTION #	WCI's Kx DATE RECORDED
LL585	2240/725	CO-AR-062	Arapahoe	Colorado	The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 4 South, Range 64 West of the 6th P.M.	N/2 SW/4 NW/4 S13 T4S R64W	NA	NA	A8167211	10/20/1998
LL586	2240/729	CO-AR-063	Arapahoe	Colorado	The North half of the Northeast quarter of Section 14, Township 4 South, Range 64 West of the 6th P.M.	N/2 NE/4 S14 T4S R64W	NA	NA	A8167212	10/20/1998
LL587	2240/739	CO-AR-064	Arapahoe	Colorado		PART OF NW/4 S14 4S 64W	NA	NA	A8167213	10/20/1998

** CO-AR-033 has additional counterparts of supplemental agreements with the following reception numbers: A8202916, A8202917, and A8190327

10/10

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

B2091023
5/16/2002 11:38:58
PG: 0001-001
5.00 DOC FEE:
TRACY K. BAKER
ARAPAHOE COUNTY

STATE OF COLORADO }
COUNTY OF ARAPAHOE }

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "**RME**") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in ARAPAHOE County, Colorado (the "Subject Lands"), to-wit:

Township T4S, Range R59W
Section Sec 35: ALL
Parcel Nos.: All surface parcels associated with the referenced legal description

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

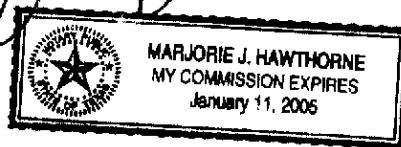
By: [Signature]
James L. Newcomb
Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC, State of Texas



**PRE-REGISTRATION BIDDER REQUEST
LIVE AUCTION**

Date: _____

I hereby request approval to participate and bid at the Ritchey Land & Cattle Estate Land Auction. In order to bid and participate in the Live Auction, I acknowledge and agree to the following:

- 1) I have read the **Ritchey Land & Cattle Estate Land Auction** Detail Brochure and agree to the terms and conditions of the Live Auction.
- 2) The auction is scheduled for **November 10, 2022 @ 10:30 am, MT in Fort Morgan, CO.**
- 3) At the close of the auction, if I am the successful bidder, I accept the title commitment and will sign the purchase contract as shown within the above stated Detail Brochure and agree to deliver the earnest money deposit to Reck Agri Realty & Auction within 24 hours of the close of the auction.
- 4) By signing below, I am certifying that I have the available funds and/or lender approval and agree to provide Reck Agri Realty & Auction the following:
 - a. Verification of available funds to purchase the property; and/or
 - b. Bank loan approval letter with no contingencies.
- 5) Reck Agri Realty & Auction reserves the right to refuse registration to bid and/or bids from any bidder. Bidding increments are at the discretion of the Broker.
- 6) This form may be returned to info@reckagri.com or faxed to 970-522-7365.
- 7) I intend to place bids for this auction: **In-Person** **Online** **Phone/Proxy**

Bidder(s) or Entity requesting approval:

Signature(s):

Bidder #:
(Office Use Only)

Approved by:
Reck Agri Realty & Auction

Marc Reck