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Form 88—(Producers)
Kan., Okla. & Colo. 1957

C

OIL AND GAS LEASE

TATLOCK'S, INC.
majestic bldg. : AM 6-1881
denver 2, coloradoTHIS AGREEMENT, Entered into this the 1st day of May, 19 70between William Joseph Edwards, a single man
Routel, Longmont, Coloradoand T.S. Pace, 318 Patterson Bldg, Denver, Colorado hereinafter called lessor,
hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of Ten Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such

substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of _____

Weld State of Colorado

Township 3 North, Range 68 West

Section 26: SW $\frac{1}{4}$

in Section XXX Township XXX Range XXX and containing 160 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth ($\frac{1}{8}$) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth ($\frac{1}{8}$) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth ($\frac{1}{8}$) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth ($\frac{1}{8}$) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 1st day of May, 19 71 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

First National Bank at Longmont, Colorado or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of One hundred sixty and 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land hereunder is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness, _____

William Joseph Edwards
William Joseph Edwards

554-924-28-0026

(100389) 2.0%

JUN-17-70 00051 2621549370 9

Lease No. P 03-006-00
 Project No. S 0054(3) & I 092-1(1)
 Parcel No. 4 Rev. and 4 Rev.
 Property Location Weld County

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of May, 1995, by and between the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter called "Lessor", and Amoco Production Company, hereinafter called "Lessee".

WITNESSETH

1. That the Lessor, for and in consideration of \$400.00, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, has granted, demised, and leased, and by these presents does grant, demise, and lease exclusively unto said Lessee, the exclusive right of producing therefrom all oil and gas of whatsoever nature or kind that tract or tracts of land situated in the County of Weld, State of Colorado, described as follows, to-wit:

See attached Exhibit "A" which is hereby incorporated and made a part of this lease by reference of lands located in Section 26, Township 3 North, Range 68 West of the Sixth P.M., and containing 7.584 acres after deducting the .771 acre overlap (see map), more or less.

2. It is agreed that this lease shall remain in force for a term of five years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if Lessee (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced from said land or said pooled premises, but Lessee is then engaged in reasonable attempts to extract oil and/or gas from these premises, then this lease shall continue in force for so long thereafter as such reasonable attempts are being continuously prosecuted on the premises or operating pooled unit which includes all or a part of said land.

If oil or gas shall be discovered and/or produced from the above described premises after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the premises or from any such pooled unit which includes all or a part of said lands.

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

a. To deliver to the credit of Lessor, free of cost in the pipeline to which Lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the premises, or at the Lessee's option, may pay to the Lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage tank. When the amount due for royalties is less than Twenty-five (\$25.00) dollars, lessee, its assigns or successors, is to defer the making of such payment until such time as the aggregate amount due exceeds such sum.

b. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty, One Dollar per year per net royalty acre retained hereunder, or One Hundred Dollars minimum per year, whichever is more, such payment of tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this Lease.

c. **All payment checks, assignment of the lease and correspondence must include the lease number which is set forth on the face of this lease.**

4. If operations for the drilling of a well for oil or gas are not commenced, or if there is no oil or gas being produced from said land or on acreage pooled therewith as

Rev. 7/91

hereinafter provided on or before one year from the date hereof, this Lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the Lessor at 4201 East Arkansas Avenue, Room 291, Denver, Colorado 80222, or its successor, the sum of One Hundred dollars (\$100.00), which shall operate as a rental and cover the privilege of deferring the commencement of operations for twelve months from said date. In like manner, and upon like payments or tenders, the commencement of operations may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check of Lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's right of extending that period as aforesaid, and any and all other rights conferred.

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

6. Lessee may not assign any right, title, or interest without the prior consent of the Lessor and consent will not unreasonably be withheld.

7. Lessor expressly does not warrant title to these premises.

8. Lessee shall comply with all laws and regulations of any governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the Lessor herein and in so complying, Lessee shall not be responsible for determining the legality, validity, or constitutionality of any such law or regulation enacted or issued by any such governmental body. In determining the residence of Lessor for purpose of complying with such laws or regulations, Lessee may rely upon the address of Lessor herein set forth or upon the last known address of the Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of

Lessee's obligations and covenants hereunder, whether expressed or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations, or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

9. It is specifically provided, notwithstanding any provision contained herein to the contrary, that the Lessee shall not conduct any drilling or exploration operations or any operation in connection therewith on any part of the above described land. Further, the Lessee shall not go upon or in any manner occupy the premises above described without first having obtained permission in writing from the Lessor specifically granting its consent to such operations or occupation.

10. The Lessee agrees that subsurface support necessary for highway purposes shall not in any way be disturbed.

11. In the event the Lessor's needs require that this lease be canceled for reasons of the safety, welfare, and convenience of the public, this lease is deemed to be terminated within ninety (90) days after notice of such termination is either served on or mailed to the Lessee. The Lessor shall be the sole judge of its needs requiring the termination of this lease. Upon termination of this lease, the parties hereto shall be released of all responsibilities and obligations as set forth herein.

12. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

LESSEE: AMOCO PRODUCTION COMPANY

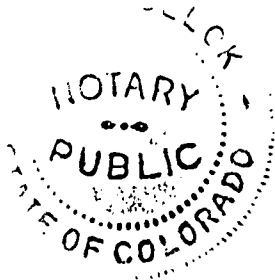
R.G. Heath
By R.G. Heath - Attorney-In-Fact

STATE OF Colorado) ss
COUNTY OF Weld)

The foregoing lease was subscribed and sworn to before me this 18th day of May, 1995, by R.G. Heath - Attorney-In-Fact for Amoco Production Company.

Witness my hand and official seal.

My Commission expires 12/2/95



Address:

Mary Siebels
Notary Public

Amoco Production Company
P.O. Box 187
Ft. Lupton, CO 80621

ATTEST:

LESSOR:
COLORADO DEPT. OF TRANSPORTATION

Robert B. Marusik
Chief Clerk

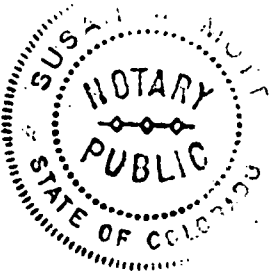
By Edward M. Tormohlen
JAMES E. SIEBELS
Chief Engineer for Engineering,
Design, and Construction

STATE OF Colorado
City of Denver) ss
COUNTY OF Denver

The foregoing lease was subscribed and sworn to before me this 25th day of May, 1995, by James E. Siebels, as Chief Engineer for Engineering, Design, and Construction, and attested by Robert B. Marusik, the Chief Clerk, of the Colorado Department of Transportation.

E. M. Tormohlen for the
Witness my hand and official seal.

My Commission expires 10-27-97



Address:

William M. Mohr
Notary Public

4201 E. ARKANSAS
DENVER, CO 80222

Exhibit "A"
(to Oil and Gas Lease dated May 1, 1995 between
the Colorado Department of Transportation as Lessor,
and Amoco Production Company, Lessee.)

Two parcels of land described as beginning at a point on the West line of Said Section 26, from which point the NW corner of Section 26 bears N 0° 26' E, a distance of 40.0 feet;

Thence, along the West line of Section 26, N 0° 26' E, a distance of 40.0 feet to the NW corner of Section 26;

Thence, along the North line of Section 26, N 89° 30' E, a distance of 2,642.7 feet to the NE corner of the NW/4 of Section 26;

Thence, along the East line of the NW/4 of Section 26, S, 0° 15' E, a distance of 40.0 feet;

Thence, S 89° 30' West, a distance of 2643.2 feet, more or less, to the point of beginning, and beginning at the NW corner of Section 26, Township 3 North, Range 68 West, 6th P.M.;

Thence, along the West line of Section 26, S 0° 25' 30" W, a distance of 1112.7 feet;

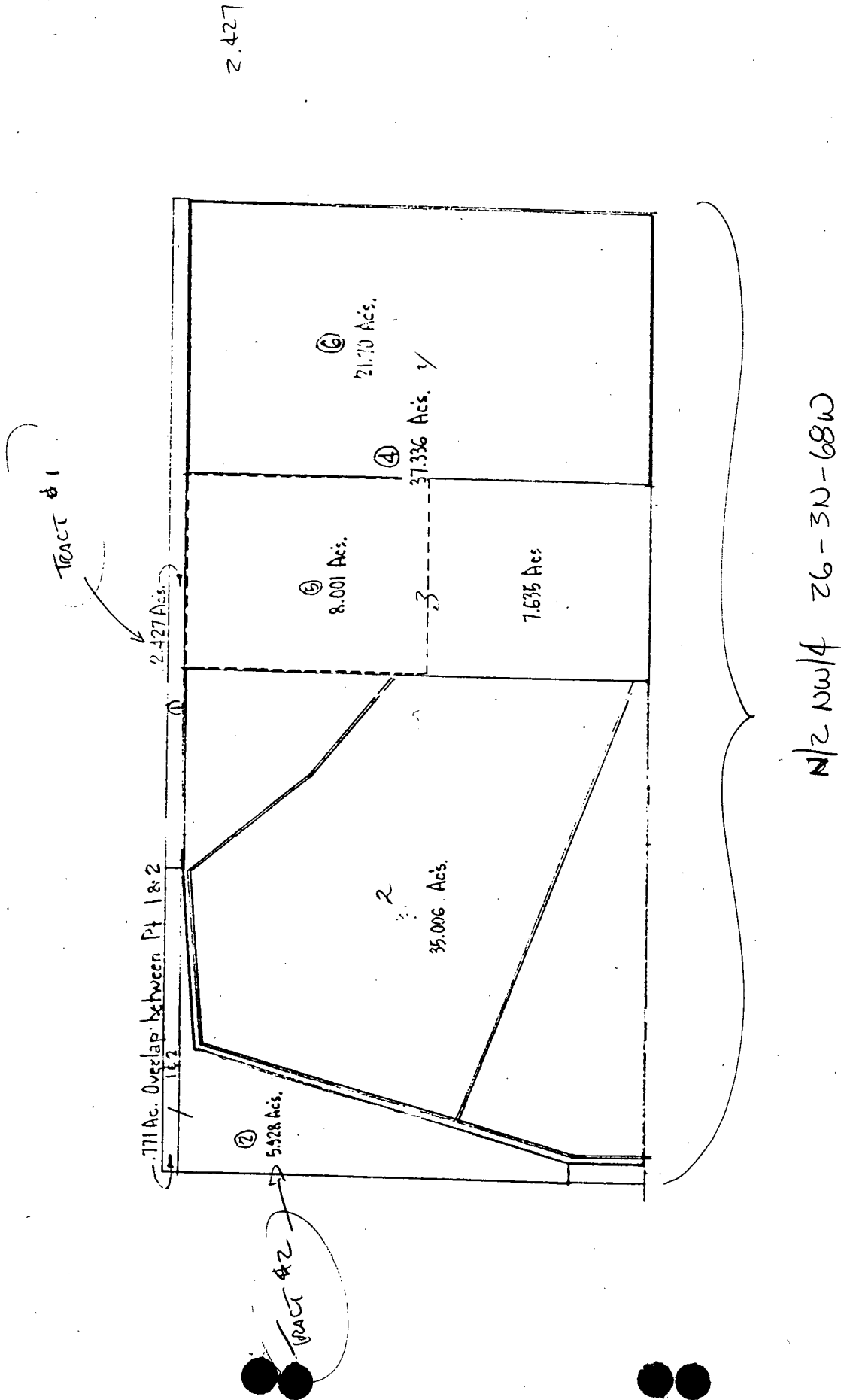
Thence S 89° 34' 30" E, a distance of 50.0 feet to the present East ROW line of S.H. 185;

Thence N 16° 00' E, a distance of 1088.8 feet;

Thence N 84° 33' E, a distance of 501.2 feet;

Thence N1° 26' 30" W, a distance of 40.00 feet to the North line of Section 26;

Thence along the North line of Section 26, S 88° 33' 30" W, a distance of 840.0 feet, more or less, to the point of beginning; containing 7.584 acres.



BOOK 627

1549370

STATE OF Colorado

COUNTY OF Weld

On May 1, 1970

William Joseph Edwards, a single man

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

2 2

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires 7-1-73



Hanes M. Dawson
Notary Public
Residing at:

STATE OF

COUNTY OF

On

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires:

Notary Public
Residing at:

STATE OF

COUNTY OF

On

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires:

Notary Public
Residing at:

No. 1549370

OIL AND GAS LEASE

FROM

TO

Date, 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF COLORADO

County of

This instrument was filed for record on the day of JUN 17 1970 at 8:35 o'clock P.M., and duly recorded in Book Page of the records of this office.

By

When recorded, return to

STATE OF

COUNTY OF

On

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

(who being by me duly sworn, did say that he is the

President of a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires:

Notary Public
Residing at:

THIS AGREEMENT, Entered into this the 22nd day of April, 1970
between Theodore J. Rademacher and Elizabeth H. Rademacher, his wife
Route 1,
Longmont, Colorado
and T.S. Pace, 318 Patterson Bldg, Denver, Colorado 80202 hereinafter called lessor,
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Weld State of Colorado and described as follows:
Township 3 North, Range 68 West
Section 26: NW4

in Section XXX Township XXX Range XXX and containing 160 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.
3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 22nd day of April, 1971 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Longmont, Colorado or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One hundred sixty and 00/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether said lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.
Witness:
Theodore J. Rademacher
Theodore J. Rademacher
Elizabeth H. Rademacher
Elizabeth H. Rademacher
312912 3.25

BOOK 625
STATE OF Colorado
COUNTY OF Weld
On April 22, 1970

1547404
INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana, 2
before me personally appeared
Theodore J. Rademacher and Elizabeth H. Rademacher, his wife

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: 7-1-73

Hanes M. Dawson
Notary Public
Residing at:

STATE OF _____
COUNTY OF _____
On _____, 19____, before me personally appeared _____

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at:

STATE OF _____
COUNTY OF _____
On _____, 19____, before me personally appeared _____

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
Residing at:

No. 1547404

OIL AND GAS LEASE

FROM

TO

Date _____, 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____

WELD COUNTY, COLORADO
STATE OF _____
County of _____

This instrument was filed for record on the

at 107 day of MAY 1970

in Book 695 M., and duly recorded

the records of this office Page _____ of _____

By Comm. Spence Register of Deeds.

By Nella M. Kenney

When recorded, return to

STATE OF _____
COUNTY OF _____
On _____, 19____, before me personally came the above named _____
(who being by me duly sworn, did say that he is the _____

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,
Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
before me personally came the above named _____

President of _____
a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
Residing at: