



707 583

SURFACE LEASE (INDUSTRIAL)

For and in consideration of the sum of Two Hundred Eighty DOLLARS (\$ 280.00) in hand paid to the Lessor, the receipt of which is hereby acknowledged, by Ruth Midcap, individually and as Trustee, under the Last Will and Testament of Fred H. Midcap, deceased.

PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, its successors and assigns, hereinafter called LESSEE, a certain tract or parcel of land situated in the County of Morgan State of Colorado described as follows to-wit: Parcel of land containing 5 acres, more or less beginning at a point on the county road north R.O.W. located approx. 1320' east of the west line of Sec.27-T2N-R60W. Thence north 344', thence east 400', thence south 544' and west to point of beginning.

together with the right of ingress and egress to and from said land for the purposes herein set forth. The above recited consideration is accepted as full payment of rental for the use of above described land during the period hereinafter set forth.

LESSEE is to have the full use and enjoyment of said land from the 1st day of May, 19 68 until the 1st day of May, 19 69, both dates inclusive, for the purpose of Installation of Central Gas Separation Facility, consisting of a flare pit, fenced area, product loading facilities and well access road.

For the same consideration, LESSEE shall have the optional right of extending this lease for a term of One Year & Yearly from the last date above mentioned on payment to Lessor, his (its) heirs, successors, or assigns, of the sum of Two Hundred Eighty DOLLARS (\$ 280.00), which sum shall be in full payment of rental for each extended term. Pay to Ruth Midcap, et al Star Rt.2, Wiggins, Colo.

LESSOR agrees that LESSEE shall not be liable for any damage caused to the land or to buildings, crops, trees, shrubs, grass, streams, ponds, or lakes thereon. LESSEE agrees on termination of this lease to restore the fences, if any, on said land to their present condition, provided such fences have been moved or damaged by LESSEE. LESSEE also agrees to remove any debris, rubbish, or other obstructions placed by it on said premises. LESSEE shall have the right during the term hereof, to remove any property herebefore or hereafter placed by it on said premises. The lessee shall be liable to lessor for damages caused by its operation to property of lessor not covered by this lease.

The terms, conditions, and provisions of this lease shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, said LESSORS have hereunto set their hands and seals this 8th day of May, 19 68.

WITNES: Individually and as Trustee under the Last Will and Testament of Fred H. Midcap, deceased

STATE OF COLORADO)
COUNTY OF MORGAN) County
Parish) ss
Marjorie Zimbelman, in and for said Parish and State, on this 8th day of May, 19 68, personally appeared Ruth Midcap and she acknowledged to me that she executed the same as her free and voluntary act and deed.



Marjorie Zimbelman
Notary Public

STATE OF HI)
COUNTY OF HI) County
Parish) ss
Before me, _____, in and for said Parish and State, on this _____ day of _____, 19 _____, personally appeared _____ and _____ to me known to be the identical person _____ who executed the within and foregoing instrument by his mark. In my presence and in the presence of _____ and _____, as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: _____

Notary Public
MAY 27 1968

RECEPTION NO. 548902 RECORDED
8:00 O'CLOCK P.M. A. K. CARRUTH, RECORDER