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SURFACE LEASE (INDUSTRIAL)

FOR AND IN CONSIDERATION OF THE SUM OF SIX THOUSAND DOLLARS (\$6,000.00) PAID IN 10 YEARLY INSTALLMENTS OF SIX HUNDRED (\$600.00) DOLLARS EACH YEAR, FIRST YEAR PHILIP DETER, JR. AND THE FIRST NATIONAL BANK, STRASBURG, COLORADO,

hereinafter called LESSORS have leased let and rented unto 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 ARAPAHOE State of COLORADO described as follows, to wit: S/2 NW/4 SW/4, SECTION 33, TOWNSHIP 4 SOUTH, RANGE 60 WEST

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 7th day of OCTOBER 1970 until the 6th day of OCTOBER 1980, both dates inclusive, for the purpose of CONSTRUCTING AND OPERATING A GAS PROCESSING PLANT

For the same consideration, LESSEE shall have the optional right of extending this lease for THREE FIVE-YEAR TERMS from the last date above mentioned on payment to Lessor, his (its) heirs, successors, or assigns, of the sum of THREE THOUSAND DOLLARS (\$ 3,000.00 ), which sum shall be in full payment of rental for the entire extended term AT \$600.00 PER YEAR.

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 heretofore or hereafter placed by it on said premises.

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 6 day of OCTOBER, 1970.

WITNESS:

Philip Deter Jr. PHILIP DETER JR.

The First National Bank Strasburg, Colorado

John E. Franklin, Cashier

STATE OF Colorado County of Arapahoe ss

Before me A Notary Public October 1970, personally appeared Philip Deter Jr and John E. Franklin, Cashier

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

My Commission expires:

Feb 13, 1972

Notary Public

STATE OF County of 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