

GRAFF'S TURF LAND AUCTION

June 20, 2024

LIVE
Auction

TITLE EXCEPTIONS



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THE UNITED STATES OF AMERICA.

Certificate No. Denver 01207.

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 of the United States... whereby it appears that full payment has been made by the said claimant...

Eva M. Halloranay according to the provisions of the Act of Congress of the 24th of April, 1880, entitled "An act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the West half of the Southwest quarter of Section Three in Township Three North of Range Fifty-nine West of the Sixth Principal Meridian, Colorado, containing eighty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said...

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, has given and granted, and by these presents do give and grant unto the said claimant and to the heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereto belonging, unto the said claimant and to the 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 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 be hereunto affixed.



GIVEN under my hand, at the City of Washington, the twenty-second day of June in the year of our Lord one thousand nine hundred and Eleven, and of the Independence of the United States the one hundred and Thirtieth.

BY THE PRESIDENT: W. H. Taft Secretary: T. M. P. L. Roy Recorder of the General Land Office: H. W. Sanford

Recorded, Patent, Page Number 209324

Filed for Record the 18th day of August, A. D. 1911, at 8:25 o'clock A.M.

John A. Murray Recorder E. L. Bailliet Deputy

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

HOMESTEAD CERTIFICATE No. 5915
 APPLICATION 21437 } *Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN;" and the acts supplemental thereto, the claim of George K. Merritt, Assignor, to James C. Merritt, his son, has been established and duly consummated, in conformity to law, for the South half of the South East quarter of Section three in Township three North of Range fifty nine West of the Sixth Principal Meridian in Colorado containing eighty acres*

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said George K. Merritt the tract of land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said George K. Merritt 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. *By their assent from the lands hereby granted a right of way therefor for ditches or canals constructed by the authority of the United States.*

In Testimony Whereof, I, U. S. Grant, 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 Seventeenth day of December, in the year of our Lord one thousand eight hundred and thirty, and of the Independence of the United States the one hundred and twenty eight.



BY THE PRESIDENT: J. Russell
 By J. M. Keane Secretary.
C. H. Bush Recorder of the General Land Office.

Recorded, Vol. 5, Page 241

Filed for Record the 2nd day of January, A. D. 1904, at 10:15 o'clock A. M.
J. W. Curdy
 Recorder

No. 16886

By _____ Deputy.

MORGAN COUNTY

SPECIAL FILE

No. 21

Special File No. 6512

Filed July 11, 1896

ARKS:

OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO.

*Map, sworn statement
and field notes of
"the Ripon Reservoir and
canal system"*

No. 6512

STATE OF COLORADO } ss.
County of Morgan.

I hereby certify that this instrument was
filed ~~recorded~~ in my office at 8:30 o'clock
A. M. July 11, 1896
Filed July 11, 1896
By J. A. [Signature] Recorder.
Per [Signature] Deputy.

STATEMENT OF CLAIM TO WATER RIGHTS

For Reservoirs and Canals

IRRIGATION DIVISION NO.1-- WATER DISTRICT NO.1.

State of Colorado)
 + ss.
County of Weld)

George H. West and Daniel A. Canfield,

(whose post office address is Greeley, Weld county, Colorado,) owners of the Bijou Reservoir and Canal System, so called, including the Reservoirs, Canals and Ditches herein described and surveyed, in compliance with the statutes of the state of Colorado, do hereby make, for filing in the proper offices, this statement, with map and field notes attached, the same being from surveys made by them, in continuation of the work and plans of Edwin S. Baker and James W. McGreevy, from their surveys begun April 2, 1895, as shown by their map and sworn statement, filed about July 20, 1895, in the proper offices, under the name of "The Weld and Morgan Canal and Reservoir System", and said parties claim the appropriation and right to the use of water thereby, for irrigation and other beneficial uses, under said former claims and as herein indicated.

The properties herein described and included in said system are The Bijou Canal, Reservoirs numbered 1, 2, 3 and 4, the canals, or ditches, connecting said reservoirs and the outlet ditches from Reservoirs No's. 3 and 4, and they are all located in Morgan county, Colorado.

THE BIJOU CANAL.

First:- The Bijou Canal is to be taken from the right bank or east side of the Bijou Creek, from which stream it is to divert its supply of water. Its headgate is located at a point (Station C) N. $39^{\circ}43'$ E. 2900 feet to the North east, corner of Section 5, Township 2, North, of Range 59 West, in Morgan County, Colorado.

Second:- Said Canal is to be 100 feet wide, on the bottom, for the first 4900 feet, and thereafter its width will be 65 feet, to its terminus in reservoir No. 1. The entire distance is 19,361 feet. It is to carry a depth of 10 feet of water. Grade 2.11 feet to the mile, slopes $1\frac{1}{2}$ to 1, carrying capacity 3000 cubic feet per second.

Third:- Work was begun on this canal and on the reservoirs named by commencing the present survey and relocation of these ~~canals and ditches~~ on April 14, 1896, and has since been continued actively and vigorously.

Fourth:- The general course of said supply canal from its headgate is through section 5, Township 2 North, Range 59 West, into Township 3 North, Range 59 West, thence through sections 32, 29 and 28 into section 31, where it terminates in Reservoir No. 1 at a point shown on map and described in the field notes.

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RESERVOIR DATA--HIGH WATER LINE--

NAMES	ACRES AREA	TOTAL DEPTH	AVERAGE DEPTH	AVAILABLE CUBIC FT.	STORAGE CAPACITY ACRE FEET.
Res.No.1	341.6	26'	14.5'	152,024,400	3,490
Res.No. 2	44.7	8'	3.7'	46,391,400	165
Res.No.3	291.4	23'	9.7	141,621,400	2,815
Res.No. 4	1321.5	35'	12'	691,518,000	15,875

For all of which water and capacity claim is hereby made. The initial points of survey of each of said reservoirs and the termini of their inlet and outlet canals or ditches are all shown on the attached map and are fully described in the accompanying field notes.

All of said reservoirs will derive their supply of water from the Bijou Creek. They may also be filled by a line of canal to be built from the South Platte River. Reservoir No. 4, also derives a part of its supply from the Sand arroya--a dry creek, having no channel into the South Platte River.

LOCATION OF RESERVOIRS.

As shown on attached map, all of said Reservoirs are located in Township 3, North, of Range 59 West, excepting reservoir No. 4, which covers a few acres in Township 2, North, Ranges 58 and 59 West, in Morgan county, Colorado. A more particular description is as follows:--

RESERVOIR NO. 1.--Lies almost entirely in Section 21, a small

RESERVOIR NO. 2.--lies entirely in the Southwest quarter of Section 9 and the North-west quarter of Section 16.

RESERVOIR NO. 3.--is located in the South half of Section 9, the South-west quarter of Section 10, the North-east quarter of Section 16, and the North-west quarter of Section 15--a very small portion thereof extending into the North east and South-west quarters of Section 15.

RESERVOIR NO. 4--is located in the South part of Section 22, in the South-west part of Section 25, covers all the South-east quarter and parts of the rest of Section 26, part of the North half and South-west quarter of Sections 27 and 35, and a considerable part of Section 36, all in Township 3, North, Range 59 West. It also covers a few acres in the North-west quarter of Section 6, Township 2 North, Range 58 West and in the North-east quarter of Section 1, Township 2, North, Range 59 West.

RESERVOIR INLET AND OUTLET DITCHES.

FROM	TO	LENGTH FEET	BOTTOM WIDTH	DEPTH OF WATER	SLOPE CAR-BANKS	GRADE MILE	PERCAPACITY CU. FT. PER SEC.
Res. No. 1	to R. #2	7370	30'	6'	All	8'	2,000
Res. #1	Res. #4	2040	40'	8'		50'	
Res. #2	Res. #3	290	20'	6'	1-1/2	50'	
Res. #3	End	2450	20'	6'		3'	
Res. #4	Outlet	<u>8</u> Miles	30'	4'	to	1.056	

The heads, courses and termini of these ditches are all shown on the attached map and field notes, excepting the latter, they all lie entirely in Township 3, North, Range 59 East, excepting the outlet canal, or ditch from Reservoir No. 4. The transit lines or land corners of that survey have not yet been fully tied in for mapping.

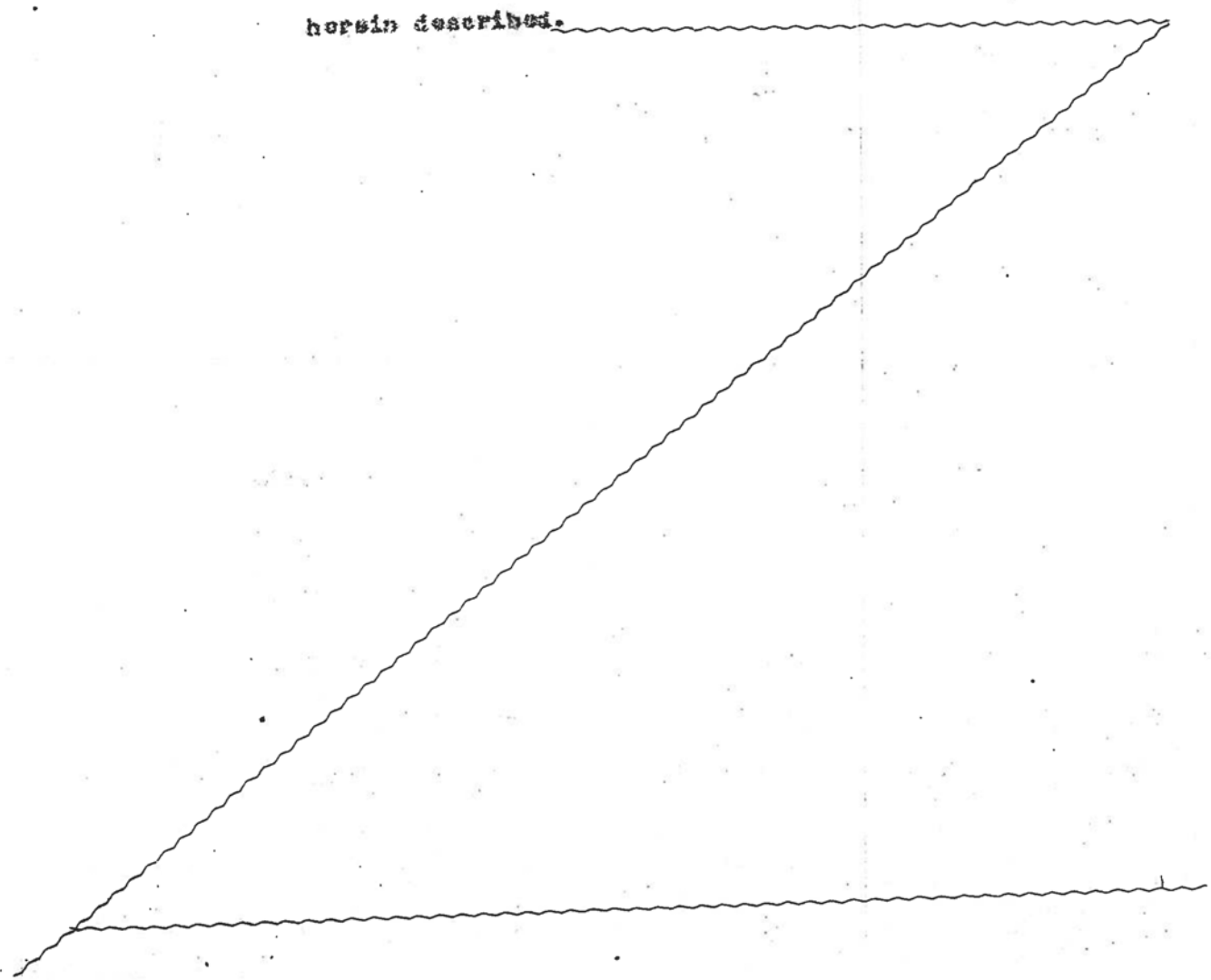
CLAIMS.

The owners of the within described reservoirs and canals, being a part of the Bijou Reservoir and Canal System hereby claim all of the unappropriated waters of the Bijou Creek, and of all its tributaries, and all of the waters of the Sand Arroya, so called, of every kind and nature, at all seasons, for the storage of the same in the aforesaid reservoirs and for their withdrawal^{al} and conveyance therefrom, for beneficial purposes, for domestic use, for irrigation, and for such mechanical uses as will not waste said waters, nor prevent their use also for domestic and agricultural uses.

They make claim to these waters, both by reason of their own surveys and work begun and under the previous work, claims and surveys made and herein referred to, bearing date April 2, 1895.

And, in the prosecution of the surveys, construction, operation and maintenance of the said Canals and Reservoirs, and of their

entire Bijou Reservoir System, ^{and Canal} they claim the right to associate others with them, or in such co-operation with others they may incorporate as a body corporate, under the laws of the State of Colorado, in order to more effectually secure their claims made herein and to bind, enforce and maintain the same by carrying out fully the projects herein described.



IN WITNESS of the within described work and claims, we
have hereunto set our hands and seals this 9th day of June,
A.D., 1896.

George K. West (Seal)
Abmild Campfield (Seal)

Field Notes of Survey of
 THE BIJOU RESERVOIR AND CANAL SYSTEM
 in Morgan County, Colorado.

This survey was begun April 14, 1896, by Porter J. Preston, C.E., Louis L. Stimson, C.E. and others, for the use and benefit of George H. West and Daniel A. Canfield, of Greeley, Colorado, the owners of said irrigation system. An 18" Buff + Berger level and 10" transit with $3\frac{1}{2}$ inch needle, vernier reading to single minutes, were used on this work.

All distances were measured with 100' steel tape and the lines were staked throughout. Courses were by true bearing. Magnetic variation $14^{\circ} 7' E.$ used on land lines and $\text{Var } 14^{\circ} 30' E$ on Res. and Canal lines.

BIJOU SUPPLY CANAL.

Beginning work on the east bank of the Bijou Creek, at Station 0, a point that bears N. $39^{\circ} 45' E.$, 2900' to the N.E. cor. of sec. 5, Twp. 3, North, Range 59 West, proceeded as follows:

Thence	Course	Distance	To Station	Number
"	N. $8^{\circ} 25' E.$	1700'	" "	17
"	N. $11^{\circ} 34' E.$	570'	" "	17+570

Terminate from the 007' E. of 1/4 cor. to sec. 32 & 5

Thence	Course	Distance	To Station	Number.
"	N. 11°56' W.	900'	" "	19
"	N. 8°10' E.	1000'	" "	20
"	N. 31°51' W.	300'	" "	21
"	N. 57°17' W.	600'	" "	22
"	N. 33°09' W.	700'	" "	23
"	N. 6° 4' E.	1003	" "	24
"	N. 0° 49' E.	619.4'	" "	24+619.4
Intersects section line 173.5' W. of quarter cor. to secs.				
29 and 32, T. 3 N., R. 59 W.				
"	N. 43' E.	160.6'	" "	25
"	S. 1° 5' E.	200'	" "	26
"	N. 15°32' E.	1000'	" "	27
"	N. 22°30' E.	1000'	" "	28
"	N. 41°15' E.	900'	" "	29
"	N. 70°4' E.	1000'	" "	30
"	N. 71°1' E.	400'	" "	31
"	N. 42°15' E.	434.7'	" "	31+434.7.
Intersect sec. line 916.6' S. of cor. to				
Secs. 30, 31, 28 and 29, T. 3 N., R. 59 W.				
"	N. 49° 5' E.	375.3'	" "	32
"	N. 30°13' E.	477	" "	33
"	S. 26°16' E.	576.5'	" "	34
"	S. 50° 12' E.	607.6	" "	35
"	S. 39°47' E.	1189.6'	" "	36
"	N. 15°33' E.	797'	" "	37

Thence	Course	Distance	To Station	Number
	Intersects sec. line, 2625' E. of cor. to secs. 20, 21, 28 and 29, T. 3 N., R. 59 W.			
"	N. 7° 36' E.	617.3'	" "	38
"	N. 16° 26' E.	120'	" "	39
	to its terminus on water line of Reservoir No. 1, at Sta. 30+110 on said Reservoir survey, and at a point that bears S. 75° 40' W. 2800' to the cor. of secs. 20, 21, 28 and 29, T. 3 N., R. 59 W.			

BIJOU RESERVOIR NO. 1.

The terminus of the Inlet Canal for supplying this reservoir is at a point--Station 0--that bears S. 75° 40' W. 2800' to the cor. of secs. 20, 21, 28 and 29, T. 3 N., R. 59 W., being at Station 30+110, on the survey of the water line of said reservoir.

The Outlet Canal: of said reservoir, heads at a point on said reservoir water line (Sta. 0+100 of the survey thereof) at a point that bears N. 31° E. 2740' to N.E. cor. of Sec. 21, T. 3 N., R. 59 W.

The initial point of survey of said reservoir, Station 0, is ^a a point that bears N. 33° 40' E. 2760' to N. E. cor. of sec. 21, T. 3 N., R. 59 W.

~~The initial point of survey of said reservoir, Station 0, is at a point that bears N. 33° N. R. 59 W.~~

The points of intersection of section lines on the public survey,

Sta. 4+240.6 intersects Sec. line 1629.3' S. of 1/4 cor. to
secs. 21 and 22, T. 3 N., R. 59 W.

Sta. 6+500 intersects Sec. line 685' E. of cor. to Secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 7+220 intersects Sec. line 574' E. of cor. to secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 8+79.8 intersects Sec. line 395' E. of cor. to secs. 21,
22, 27 and 28, T. 3 N., R. 59 W.

Sta. 9+577.6 intersects Sec. line 489.4' S. of cor. to secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 10+122.6 intersects Sec. line 725.7' S. of same cor.

Sta. 13+97.5 intersects Sec. line 1255' S. of same Sec. cor.

Sta. 17+429.2 " " " 1020.4' W. of said sec. cor.

Sta. 21+82.7 " " " 1109.5' W. " " " "

Sta. 24+57.6 " " " 1320.4' W. " " " "

CANAL FROM RESERVOIR NO. 1 TO RESERVOIR NO. 2.

Head of this Canal is given above, being Outlet Canal
from Res. No. 1. The terminus is Sta. 6 on survey of water
line of Res. No. 2, being at a point whence the N.E. cor. of
Sec 16, T. 3 N., R. 59 W. bears N. 45° E. 2150'

The located line of this canal at Sta. 8+656 intersects
Sec. line 1800.5' E. of cor. to Secs. 16, 17, 20 and 21, T. 3
N., R. 59 W.

BIJOU RESERVOIR NO/ 2.

Head of Outlet Canal is at Sta. 20, of survey of the high water line of this Res. being at a point whence the S.E. Cor. of Sec. 16, T. 3 N., R. 59 W. bears S. 27°30' E. 6460'.

The Initial Point of Survey of this Res., Sta. 0, is at a point that bears S. 36°40' E. 5200' to S.E. cor. of Sec. 16, T. 3, N., R. 59 W.

The survey line of this reservoir, being the high water line, intersects the section lines of the U.S. surveys as follows:

Sta. 11+425.7 intersects Sec. line 1058' E. of cor. to secs. 6, 9, 16 and 17, T. 3 N., R. 59 W.

Sta. 23+247.1 intersects sec. line 918.7' W. of 1/4 cor. to secs. 9 and 16, T. 3 N., R. 59 W.

Canal from Res. No. 2 to Res. No. 3. starts at Sta. 20 on survey of Res. No. 2 and ends at Sta. 40 on survey of Res. No. 3. It is 800' long, and crosses the N. and S. center line of Sec. 9, T. 3 N., R. 59 W.

Rijou Reservoir No. 3.

The Supply Canal for this Res. (from Res. No. 2) ends at Sta. No. 30, on survey of its high water line, being at a point whence the S.E. cor. of Sec. 16 T. 3 N., R. 59 W. bears S. 20° E. 6380'.

The ^{Initial} ~~Initial~~ point of survey of this Res. Sta. 0, is at a point that bears N. 81° 20' E. 1380' to the S. 1/4 cor. of Sec. 16, T. 3 N., R. 59 W.

Sta. 31+49.6 intersects Sec. line 681.5' N. from
1/4 cor. to Secs. 15 and 16, T. 3 N., R. 59 W.

Sta. 36+138.5 intersects Sec. line 874.7' E. of
1/4 cor. to secs. 9 and 16, T. 3 N., R. 59 W.

Sta. 54+356' intersects Sec. line 527.2' S.
of 1/4 cor. to secs. 9 and 10, T. 3 N., R. 59 W.

Sta. 56+2140.7 intersects Sec. line 1476.8' E. of
1/4 cor. to Secs. 10 and 15, T. 3 N., R. 59 W.

The outlet Canal from this reservoir is 2450'
long. It heads near Sta. C, on the Reservoir survey
line at a point that bears S. 87° E. 1460' to the
S. 1/4 cor. of Sec. 10, T. 3 N., R. 59 W.

It terminates at a point whence the same cor. bears
S. 15° E. 2430'.

SUPPLY CANAL TO RESERVOIR NO. 4,

From Res. No. 1, heads at Sta. B+250 on survey
line of latter Reservoir, being at a point whence the N.E. cor.
of sec. 21, T. 3 N., R. 59 W. bears N. 9° 50' E. 3180'. It is
2040' long and at Station B+300 intersects Sec. line 606.5' S.
from 1/4 cor. to Secs. 21 and 22, T. 3 N., R. 59 W. It
terminates at Sta. 5B1 on the survey of the high water line
of Res. No. 4 at a point whence the N.E. cor. of Sec. 21,
T. 3 N., R. 59 W. bears N. 14° 10' E. 4305'.

BIJOU RESERVOIR NO. 4:

Head of Supply Canal is given just above--being at Sta. 951, on water line of this Reservoir.

The initial point of survey of this Res., Sta. 0, is at a point which bears N. $42^{\circ}20'$ E., 3100' to the S.E. cor. of sec. 23, T. 3 N., R. 59 W. The high water line of this Res. as surveyed, intersects the sec. lines of the U.S. Survey as follows:

Sta. 11+155.3 intersects sec. line 2213' E. of S.E. cor. of Sec. 25, T. 3 N., R. 59 W.

Sta. 29+332.8 intersects Town. line 147' E. of cor. to Tps. 2 and 3 N., Ranges 58 and 59 W.

Sta. 31+7.5 intersects Range line 522.5' S. of said township corner.

Sta. 36+787 intersects Range line 1929.5' S. of same township cor.

Sta. 43+475.8 intersects Town. line 1442.4' E. of the same Township cor.

Sta. 97+134.9 intersects sec. line 1756.6' N. from cor. to secs. 35, 36, 1 and 2 on Town. line.

Sta. 140+77.7 intersects sec. line 2415.5' E. of cor. to secs. 26, 27, 34 and 35, T. 3 N., R. 59 W.

Sta. 156+252.5 intersects Sec. line 1848.4' N. of cor. to secs. 26, 27, 34 and 35, T. 3 N., R. 59 W.

Sta. 168+151.4 intersects sec. line 1475' N. of same Sec. cor.

Sta. 170+258 intersects sec. line 1146.2' N. of same sec. cor.

Sta. 173+199.3 intersects sec. line 762' N. of same sec. cor.

Sta. 175+174.2 intersects sec. line 542' N. of same corner.

Sta. 243+137 intersects sec. line 662.3' E. of $1/4$ cor.

to secs. 22 and 27, T. 3 N., R. 59 W.

Sta. 271+7.7 intersects Sec. line 1448.3' W. of cor. to
secs. 22, 25, 26 and 27, T. 3 N., R. 59 W.

Sta. 280+154.2 intersects sec. line 1102.2' S. of same sec.
cor.

Sta. 282+140 intersects sec. line 1437' S. of same sec. cor.

Sta. 283+122.5 intersects sec. line 1623' S. of same sec. cor.

Sta. 305+474.4 intersects sec. line 3193.2' S. of cor. to
secs. 22, 24, 25 and 26, T. 3 N., R. 59 W.

OUTLET CANAL FROM RESERVOIR NO. 4.

The outlet Canal from this Reservoir heads near Sand
Arroyo, and near Sta. 0 on the Reservoir survey line, at a
point whence the N.W. cor. of Sec. 25, T. 3 N., R. 59 W. bears
N. 33° 30' W. 2900'.

I hereby certify to the foregoing field notes,
facts and data, as being taken from our original field notes
of the survey of said Bijou Reservoir and Canal System.

Pat J. Ruston
Civil Engineer.--

Map and Sworn Statement of
Claim to
The Baker Reservoir and
Canal System.

No. 7429.

STATE OF COLORADO,
County of Morgan,) ss.

I hereby certify that this instrument,

as recorded in my office at 9:40

a. August 1897

W. J. Anderson

Notary Public

1897

Special
File # 21

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Location Certificate of Canal Headgate Right of Way, Water
Rights and Appropriation.

KNOW ALL MEN BY THESE PRESENTS, MAY CONCERN; That Abner S Baker,
a Citizen of the United States, and resident of Morgan County Colorado
does hereby declare and Publish as a legal Notice to all the World,
that he has a valid right to the occupation, possession and
enjoyment of all and singular, that tract or parcel of land situate
lying and being in the Counties of Morgan and Weld and State of
Colorado, for ditch and Irrigation purposes, as hereinafter described
and in compliance with the laws of the State of Colorado, he does
hereby make for filing in the proper Offices, his Statement of his
said Canal, as follows.

That the name of the owner of said Canal Head gate Dam
Right of Way and water Appropriation, and franchises is, Abner S Baker.

That the name of the party claiming appropriation of water
for the Construction and operation thereof is Abner S Baker.

That the ~~address~~ Post Office address of said owner
Abner S Baker is Fort, Morgan, Morgan County Colorado.

That the name of said Canal, is the Baker Reservoir and
Canal System, and that the same consists of one Principal Canal for
the Irrigation of the lands lying thereunder and adjacent thereto
and hereinafter described and derives its supply of water from the
South Platt River, for such
Reservoir purposes, for Domestic and other beneficial uses.

That the name of the natural stream from which said Canal
derives and is to derive its supply of Water is the South Platt
River in Weld County Colorado, and its tributaries and water sheds,
and the appropriations hereby claimed consists of all water flowing and
to flow in said stream from whatever source derived or collected
during all times and seasons of the year, except that consumed by

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prior legal appropriations, and that said Canal, ditch, and also headgate are more particular described as follows, to wit:

The headgate of said canal is located and to be constructed on the South bank of the South Platte River, in the Southeast quarter of Section twelve (12) in Township Four (4) North of Range sixty three (63) West, in Weld County, Colorado.

That the general course of said ditch

is: Commencing at the headgate thereof, running thence East through Sections Twelve (12), Thirteen (13), Eighteen (18), Seventeen (17), Sixteen (16), Twenty one (21), Twenty two (22), Twenty three (23) and Twenty four (24) in Township Four (4) North of Range Sixty two West; thence through Sections Nineteen (19), Thirty (30), Twenty nine (29), Twenty eight (28), Twenty seven (27), Twenty six (26), Twenty five (25), Twenty four (24) in Township Four (4) North of Range Sixty one (61) West; thence through Sections Nineteen (19), Thirty (30), Twenty nine (29), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Fourteen (14) and Thirteen (13) in Township Four (4) North of Range Sixty (60) West; thence through Sections Eighteen (18), Seventeen (17), Twenty (20), Twenty one (21), Twenty eight (28) and Thirty three (33) in Township Four (4) North of Range Fifty nine (59) West; thence through Sections Four (4), Three (3), Ten (10), Eleven (11), Fourteen (14), Twenty three (23), Twenty four (24) in Township Three (3) North of Range Fifty nine (59) West; thence through Sections Nineteen (19), Twenty (20), Twenty nine (29), Twenty eight (28), Twenty seven (27), Twenty six (26) and Thirty five (35) in Township Three (3) North of Range Fifty eight (58) West; thence through Sections Two (2), One (1), Twelve (12) and Thirteen (13) of Township Two (2) North of Range Fifty eight (58) West; thence through Sections Eighteen (18) in Township

two (2) North of Range Fifty Seven (57), West to the Little Beaver or Badger Creek in Morgan County Colorado, where said main Canal is to end and waste, as is more fully shown upon the Map and Plat thereof filed herewith and made a part of this instrument, and to which reference is hereto made for a more particular description of said Canal, and for which, line of Canal, a right of way is claimed, and a valid right to the occupation possession and enjoyment of all and singular that tract or parcel of land constituting the same, and being as above described and shown upon said Map hereto attached, and that said Canal is upon surveyed Lands.

The size of said Canal and Ditch is, and is to be, Fifty feet wide, or in width on the bottom for the first two miles thereof from the headgate, and thirty five feet wide or in width on the bottom for the remainder of the length thereof, slope of banks One and one half to One, with an average grade or fall of two feet per each mile of length, with a depth of six feet from the bottom thereof to top of bank, with a carrying Depth of water of four and one half feet,

The carrying capacity of said Ditch or Canal is Five hundred sixty two and one half ~~xxx~~ cubic feet of water per second of time.

The work of construction of said Canal, "Ditch" was begun on the Twenty fifth day of August A.D. 1897.

Abner S Baker Seal.

Claimant.

State of Colorado,)
) SS.
County of Morgan.)

Abner S Baker being first duly sworn upon oath says, that he is the owner named in the above statement and Map attached thereto, that he has read said Statement and examined the descriptions shown in said Map, and that both of all the same are true of his own knowledge.

Abner S Baker

Subscribed and sworn to before me this 25th day of August A.D. 1897.

My Commission expires August 19th 1900. *William A Hill*
Notary Public.

The Kiowa and Bijou Irrigation
and Land Company
to
Whom it may concern

Sworn Statement
Dated Mar 31 1885
Filed Apr 2 1885 8 a m
Book 4 p 207
(39-354 Weld)

Sworn to by Abner S. Baker President of said Co Mar 31 1885 before
James W McCreary N P Weld Co Colo. Seal. *Com. exp. not recited*

Name of canal is Kiowa and Bijou Irrigating Canal; owned by above
named Company.

Location of headgate is on the south bank of the South Platte Riv-
er at a point near the west line of the northwest $\frac{1}{4}$ of southwest $\frac{1}{4}$ of
sec 17-4-62-w

Course and description is as follows:
Commencing at headgate; thence in southeasterly direction thru
secs 17, 16, 21, 22, 23, and 24-4-62-w; thence in a southeasterly
direction thru secs 19, 20, 21, 28, 27, 26, and 25-4-61-w; thence in a
southeasterly direction, thru secs 30, 29, 28, 21, 16, 15, 14 and
13-4-60-w; thence in a southeasterly direction thru sections (18) 17,
20, 21, 28, 33 and 32-4-59-w; thence in a southeasterly direction
thru secs 5, 4, 9, 10, 15, 14, 23 and 24-3-59-w; thence in a south-
easterly direction thru secs 19, 20, 29, 28, 27, 26, and 35-3-58-w;
thence in a southeasterly direction thru secs 2, 1 and 12-2-58-w;
thence in a southeasterly direction thru secs 7 and 6-2-57-w to
Little Beaver Creek.

Length of ditch about 40 miles; width 40 feet on bottom at the
head with an inside slope of banks of 1 to 1, depth 4 feet, grade $\frac{1}{2}$
foot per mile capacity 650 feet.

*Signed: Abner S. Baker, Pres.
James W. McCreary, Sec.*

Compared.

The Bijou Reservoir and Canal Co.
to
Whom it may concern

MAP AND STATEMENT

Dated -----

Filed July 19, 1889 at 3:30 P.M.

Special File No. 3

Subscribed and sworn to July 16, 1889 by J. E. Brown, President of The Bijou Reservoir & Canal Company before H. E. Churchill, Notary Public for Weld County, Colorado, Seal.

Name - The Bijou Reservoir and Canal Company's Canal

Supply of water to be taken from South Platte River with feeders to be taken from Kiowa & Bijou Creeks.

Headgate is locted on the South bank of the South Platte River in the SE $\frac{1}{4}$ of Sec.12, Twp. 4 N., Rge. 63 W. at a point bearing from the NW corner of said Sec.12 to said head 33° E. 5800 feet.

Thence in a Southeasterly direction to a point from which the corner of Sec.13 & 24-3-57 and Secs. 18 & 19-3-58 bears S. 87° E. 2400 ft.

Width - 20 to 40 feet; Depth - 6 feet;

Slope - $1\frac{1}{2}$ to 1.

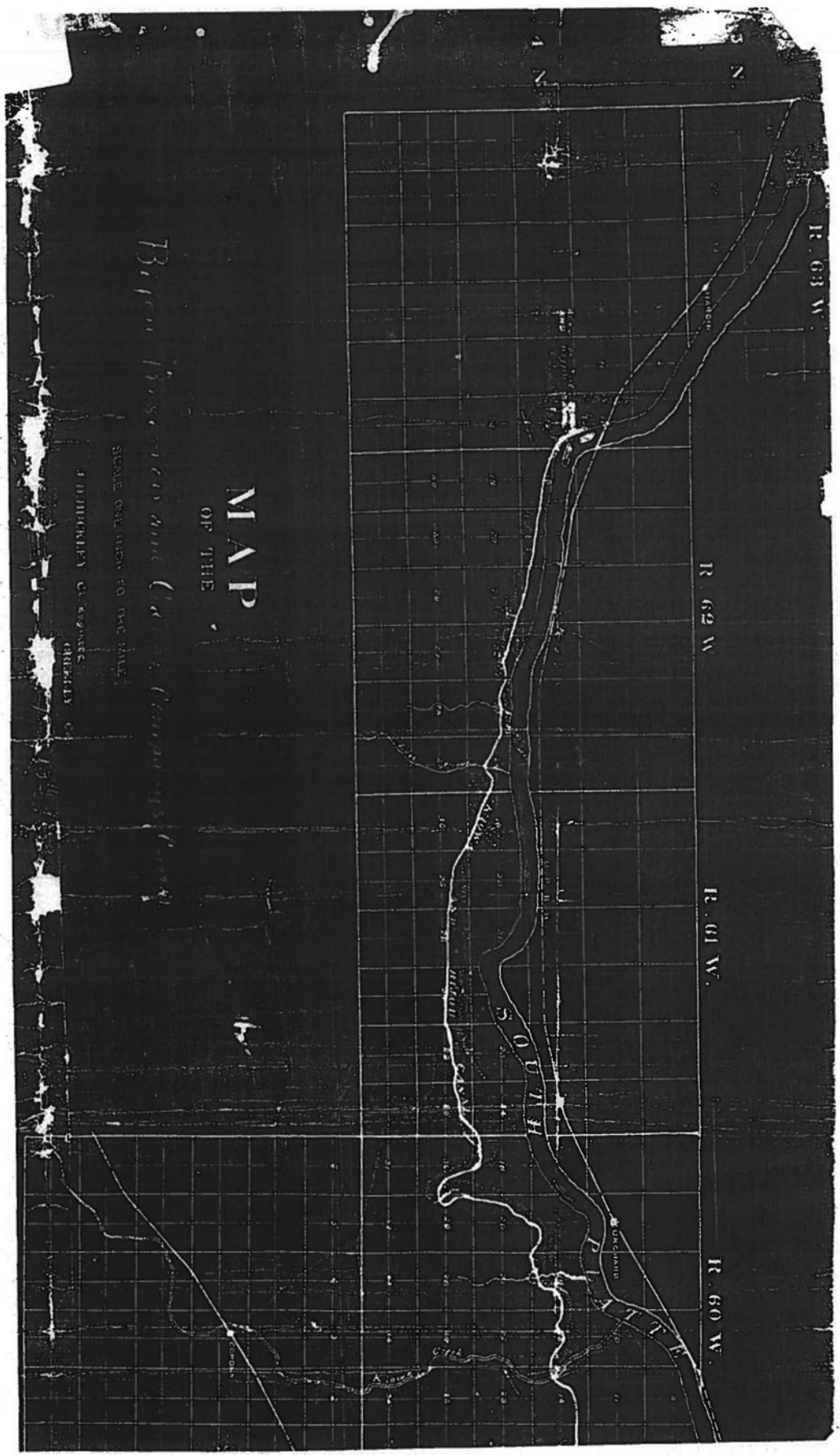
Grade - $1\frac{1}{2}$ to 2.11 feet per mile. Capacity 450 cu. ft. per second

Work was Commencing Oct. 1, 1888.

Signed: The Bijou Reservoir & Canal Company

By J. E. Brown-----

(See Photo copy attached)





ROAD-VIEWER'S REPORT.

To the Honorable Board of County Commissioners of 716. 1 year. County, Colorado.

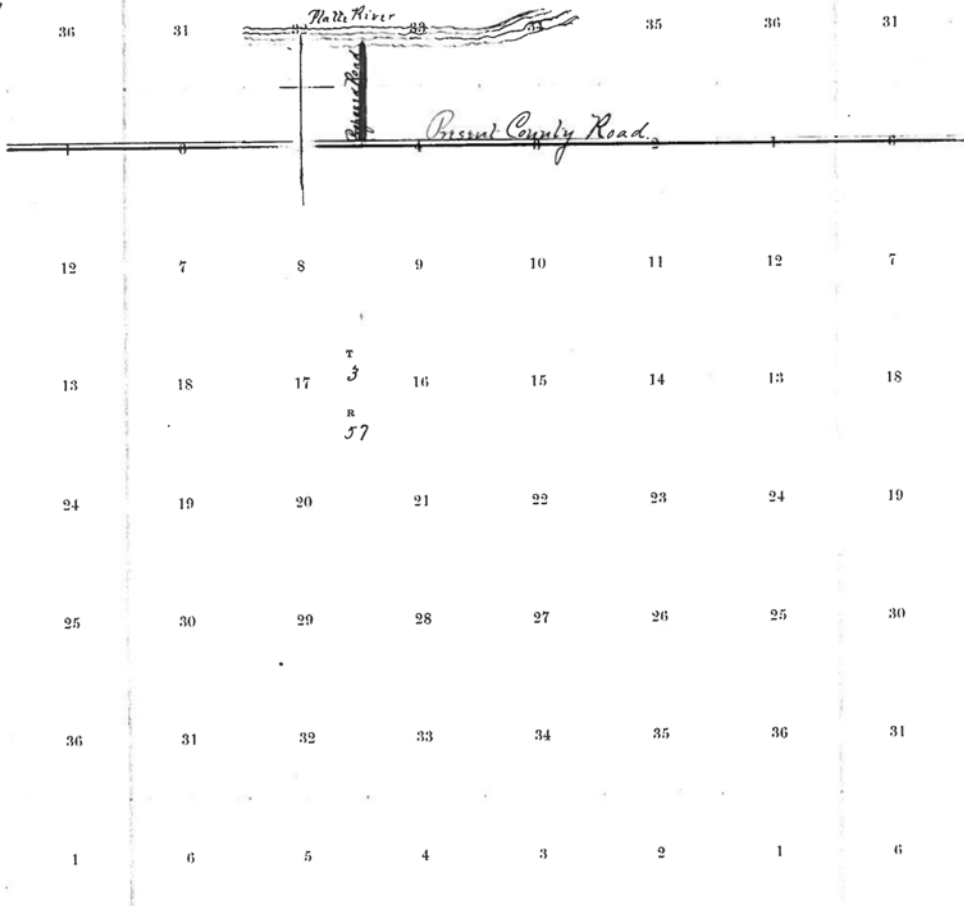
GENTLEMEN:—Your viewers appointed on the 15th day of June 1901, to view a county road prayed for in a certain petition presented to your Honorable body on the above named day and date a copy of which has been received by us, viz: Commencing at the proposed County Road on half Section 33 in Section 33 Township 4 N. R. 57 N. 6 E. T. 10 N. South Bank of South Platte River being about one mile in length.

Respectfully submit the following report, to-wit: After receiving our authority to act, we met at the starting point of said proposed road, on the 20th day of June 1901, at the hour of 10 o'clock A.M., being the time and place specified in our appointment, and proceeded to view the road prayed for in said petition, as follows: We commenced at the starting point named in said petition, and run North to said Termination as described above.

The last named point being the terminus thereof, and the road as above laid out and viewed being over the most practicable route which we in our judgment can find. We found it necessary to make the following changes in the proposed route as prayed for, viz: We found it best to cut the width of said Road for the first 80 Rods from starting point to 40 feet.

We have caused to be surveyed and platted, and have herein embodied a plat of said road as viewed by us, and which forms a part of this report as shown by the following map:

S 4
R 57



Recorded at 3:05 o'clock P.M. FEB 23 1961

Reception No. 777430 A. K. Carruth Recorder

KNOW ALL MEN BY THESE PRESENTS, That B. H. McCONNELL and R. K. McCONNELL, of the County of Morgan, and State of Colorado, for the consideration of Ten Dollars, and other valuable considerations, in hand paid, hereby sell and convey to

HENRY H. REICHERT and MARY REICHERT, IN JOINT TENANCY,

of the County of Morgan, and State of Colorado, the following real property, situate in the COUNTY OF MORGAN and STATE OF COLORADO, to-wit:

The Southwest Quarter (SW¼) and the South Half (S½) of the Southeast Quarter (SE¼) of Section Three (3), Township Three (3) North, Range Fifty-nine (59) West of the 6th P.M., except the East 5 acres thereof conveyed to Irvine Wilson by Deed recorded in Book 85, Page 329, Morgan County Records;

All that part of the Northwest Quarter (NW¼) of Section Ten (10), and all that part of the North Half (N½) of the Northeast Quarter (NE¼) of Section Ten (10), all in Township Three (3) North, Range Fifty-nine (59) West of the 6th P.M., lying North of the North right of way line of the State Highway as described in Right-of-Way Deed recorded in Book 549, Page 85, Morgan County Records; also, the vacated county road, formerly existing along the North boundary line of said Section Ten (10) and the South boundary line of said Section Three (3); and all the vacated streets and alleys as shown in the original and revised plat of Vallery; also, all of Grantors' right, title and interest in Lots One (1), Two (2) and Three (3), Block Four (4) as described in the revised plat of Vallery, now vacated.

EXCEPTING that part of the East Half (E½) of the East Half (E½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Ten (10), Township Three (3) North, Range Fifty-nine (59) West of the 6th P.M., more particularly described in Warranty Deed recorded in Book 263, Page 248, Morgan County Records.

Together with 24 shares of the capital stock of The Bijou Irrigation Company, and together with all water rights belonging to the above described property by reason of a part thereof being included within The Bijou Irrigation District;

Together with all irrigation wells, pumps, motors and equipment and pipelines used in connection therewith situate on the above described land.



RESERVING unto Grantors, their heirs and assigns, an undivided one-half (1/2) interest in and to all oil, gas and other minerals in and under the surface of the above described land, together with full right to enter upon said premises and use so much of the surface thereof as may reasonably be necessary for operating, drilling, mining or marketing the production thereof.

IT IS HEREBY DECLARED THE ABOVE PROPERTY IS CONVEYED IN JOINT TENANCY.

with all its appurtenances, and warrant the title to the same, subject to lien existing by reason of the inclusion of a part of said land within The Bijou Irrigation District; rights of way for roads and The Bijou Irrigation Company ditch and lateral ditches; The Bijou Irrigation District bond, interest and maintenance taxes for the year 1961; lien existing by reason of said property being situate in Northern Colorado Water Conservancy District; provisions of that certain Access Deed recorded in Book 549, Page 87, Morgan County Records;



WARRANTY DEED - JOINT TENANCY

PAID UNDER S. R. No. 222 250
PAID UNDER PROTEST
EXCISE

Oil and Gas Lease dated June 18, 1957 on the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3), Township Three (3) North, Range Fifty-nine (59) West of the 6th P.M., recorded in Book 590, Page 283, Morgan County Records, as amended by Lease recorded in Book 631, Page 230, Morgan County Records.

Said property is also subject to a first Deed of Trust to The Equitable Life Assurance Society of the United States, recorded in Book 625, Page 189, Morgan County Records, on which there is a balance due on principal on February 21, 1961 of \$30,000.00, with interest paid to said date, which mortgage indebtedness Grantees assume and agree to pay as part of the purchase price for said property.

Signed and delivered this 1st day of February, A.D. 1961.

B.H. McConnell (SEAL)
R.K. McConnell (SEAL)

STATE OF COLORADO)
) ss
 COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 7th day of February, 1961, by B.H. McCONNELL and R.K. McCONNELL, and each of them.

WITNESS my hand and official seal.

My commission expires: 10/26/63



Maxine R. [Signature]
 Notary Public

WARRANTY DEED - JOINT TENANCY

Recorded o'clock M.,

Reception No. Recorder.

THIS DEED, Made this 21st day of January , 19 74 , between HENRY H. REICHERT AND MARY REICHERT, AS JOINT TENANTS,

RECORDER'S STAMP

BOOK 741 PAGE 745

of the County of Morgan and State of Colorado, of the first part, and LEONARD SAGEL AND CAROLE ANN SAGEL, AS JOINT TENANTS,

State Documentary Fee
Date JAN 22 1974
\$ 24.00

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

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of

Ten- - - - - DOLLARS.

to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the 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 Morgan and State of Colorado, to wit: All that part of the NW_{1/4} and all that part of the NE_{1/4} of Section 10, Township 3 North, Range 59 West of the 6th P. M., lying North of the Chicago, Burlington and Quincy Railroad; and lying North of that certain land described in right-of-way deed, dated April 8, 1955 and recorded in book 549 at page 85; also including the vacated county road, formerly existing along the North boundary line of said Section 10, and the South boundary line of said section 3; and all of the Town of Vallery, including all of the vacated streets and alleys as shown in the original and revised Plats of Vallery, platted in Book 2, page 22 flats on Dec. 31, 1912 and vacated by Deed of Vacation, recorded in Book 263, page 246, dated Oct. 27, 1938; also all of Grantors' right, title and interest in Lots 1, 2, and 3, Block 4 as described in Revised Plat of Vallery, now vacated, EXCEPT that part of the E_{1/2}E_{1/2}NE_{1/4} of Section 10, Township 3 North, Range 59 West of the 6th P. M., more particularly described in Warranty Deed recorded in Book 263, page 248, all of record in the Office of the County Clerk and recorder of Morgan County, Colorado.

THE SW_{1/4} OF SECTION 3, Township 3 North, Range 59 West of the 6th P. M.; THE S_{1/2}SE_{1/4} OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 59 WEST OF THE 6th P. M., EXCEPT that part deeded to Irvine Wilson, recorded in Book 85, page 329 of the records of the County Clerk and Recorder of Morgan County, Colorado (Exception being the East 5 acres), TOGETHER WITH 24 Shares of the capital stock of The Bijou Irrigation Company, and together with all water rights belonging to the above described property by reason of a part thereof being included within the Bijou Irrigation District, AND TOGETHER WITH all irrigation wells, pumps, motors and equipment and pipelines used in connection therewith, situate on the above described land. RESERVING unto Grantors, their heirs and assigns, an undivided One-half (1/2) of whatever interest they now own in and to all oil, gas and other minerals in and under the above described land, together with rights of ingress and egress.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part 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 parties of the first part, for them selves, their heirs, executors, and administrators, do 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 ensembling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, soever, except lien for taxes of the year 1974, assessments of The Bijou Irrigation District, Northern Colorado Water Conservancy District, Central Colorado Water Conservancy District, Morgan Soil Conservation District; Morgan County Zoning Resolution; rights-of-way for roads, highways, ditches and laterals, provisions of the certain Access Deed recorded in Book 549, page 87, Morgan County Records; oil and gas leases, if any, which are still in effect. Said property is also subject to First Deed of Trust to The Equitable Life Assurance Society of the United States, dated 6/21/60, recorded in Book 625, page 189, the grantors being B. H. McConnell and R. K. McConnell which was assumed by Henry H. Reichert and Mary Reichert in Warranty Deed, dated 2/1/61, recorded in Book 641, page 333, and also Second Deed of Trust dated 5/22/67, recorded in Book 701, page 815 from the present grantors to the same grantee as above, which grantors herein agree to and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Henry H. Reichert [SEAL]
 Henry H. Reichert
 Mary Reichert [SEAL]
 Mary Reichert [SEAL]

STATE OF COLORADO,
 County of Morgan } ss.

The foregoing instrument was acknowledged before me this 21st day of January 1974, by Henry H. Reichert and Mary Reichert.
 My commission expires Sept 8, 1977. Witness my hand and official seal.

Esther E. Clark
 Notary Public.

* If by natural person or persons here insert name or names; if by persons acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

584862

WARRANTY DEED
 JOINT TENANTS

Henry H. Reichert & Mary Reichert
 TO
 Leonard & Carole Ann Sagel

STATE OF COLORADO,
 County of Morgan } ss.

I hereby certify that this instrument was filed for record in my office this day of JAN 22 1974 at 11:20 o'clock A. M., and duly recorded in Book 741 Page 746

Film No. Reception No. Clifford D. Garver, Jr. Recorder.
 Deputy: J. D. Lither

Fees, \$ 4.00 - 724.50

Mail to: (or return to)

Send future tax statements to:
 Kenneth L. Cull
 PO Box 501
 Bismarck, ND 58103

SHARPS PUBLISHING CO., DENVER

EASEMENT AGREEMENT

This Easement Agreement is made this 29th day of May, 1997, by and between Bijou Irrigation Company, ("Grantor") whose address is 410 East Railroad Avenue, Fort Morgan, Colorado 80701, and Leonard Sagel and Carole Ann Sagel, ("Sagel"), whose address is 9803 North I-76 Frontage Road, Fort Morgan, Colorado 80701.

WHEREAS, Bijou has an existing irrigation canal maintenance road which is adjacent to property owned by Sagel and can be used for ingress and egress to a house owned by Sagel; and

WHEREAS, Grantor is willing to permit use of the property described below by Sagel for ingress and egress.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, Grantor does grant, bargain, sell, and convey to Sagel the easement described below, on the terms and conditions described below:

1. Description of Easement. Sagel shall have a perpetual, non-exclusive easement over the existing ditch maintenance road along the easterly side of the Bijou Canal from a point where it intersects the North I-76 Frontage Road in the NW 1/4 of Section 10, T 3 N, R 59 W, 6th P.M. and running northwesterly through the W 1/2 SW 1/4 of Section 3, T 3 N, R 59 W, 6th P.M., to the existing residence of Sagel, as depicted on Exhibit A (map) and hereafter referred to as "the Property". The purpose of this easement is to allow Sagel reasonable ingress and egress to their residence located in the SW 1/4 of Section 3, T 3 N, R 57 W, 6th P.M. This access is for private residential use and shall include Sagel and their guests, but shall not be used for any business or commercial purpose.

2. Ownership of Property and Maintenance. Grantor shall retain the ownership, possession, and right to use the Property, and all facilities built by it on the Property and shall have control over all repairs and maintenance of the same. Sagel shall not maintain or improve the Property without the prior written consent of Grantor.

3. Warranties of Title. Grantor make no warranties of title concerning the Property.

4. Easement to Run With the Land. The easement granted herein shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns and other persons or entities which hereafter acquire an ownership or leasehold interest in all or a

21c:\files\MDS\BIJOU\BIJOU.EAS


764609 09/23/1997 10:36A B1017 P403 F. JOHNSON
1 of 3 R 16.00 D 0.00 Morgan County, CO

portion of the Property in the future. This Agreement shall be recorded with the Clerk and Recorder for Morgan County, Colorado.

IN WITNESS WHEREOF, the parties have hereunto signed their hands and seals the date and year first written above.

ATTEST:
Kathy J. Samples
Secretary

BIJOU IRRIGATION COMPANY
By: Jacob Kosman
President

Leonard Sagel
Leonard Sagel

Carole Ann Sagel
Carole Ann Sagel

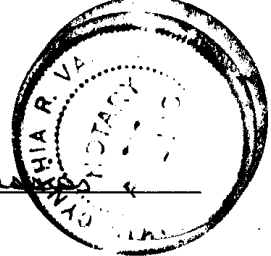
STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 29th day of May, 1997, by Jacob Kosman and Kathy Samples for Bijou Irrigation Company.

Witness my hand and seal.

My commission expires: June 7, 2000.

Cynthia R. Vasquez
Notary Public



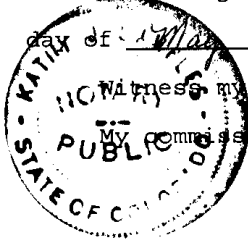
STATE OF COLORADO)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me this 29th day of May, 1997, by Leonard Sagel and Carole Anne Sagel.

Witness my hand and seal.

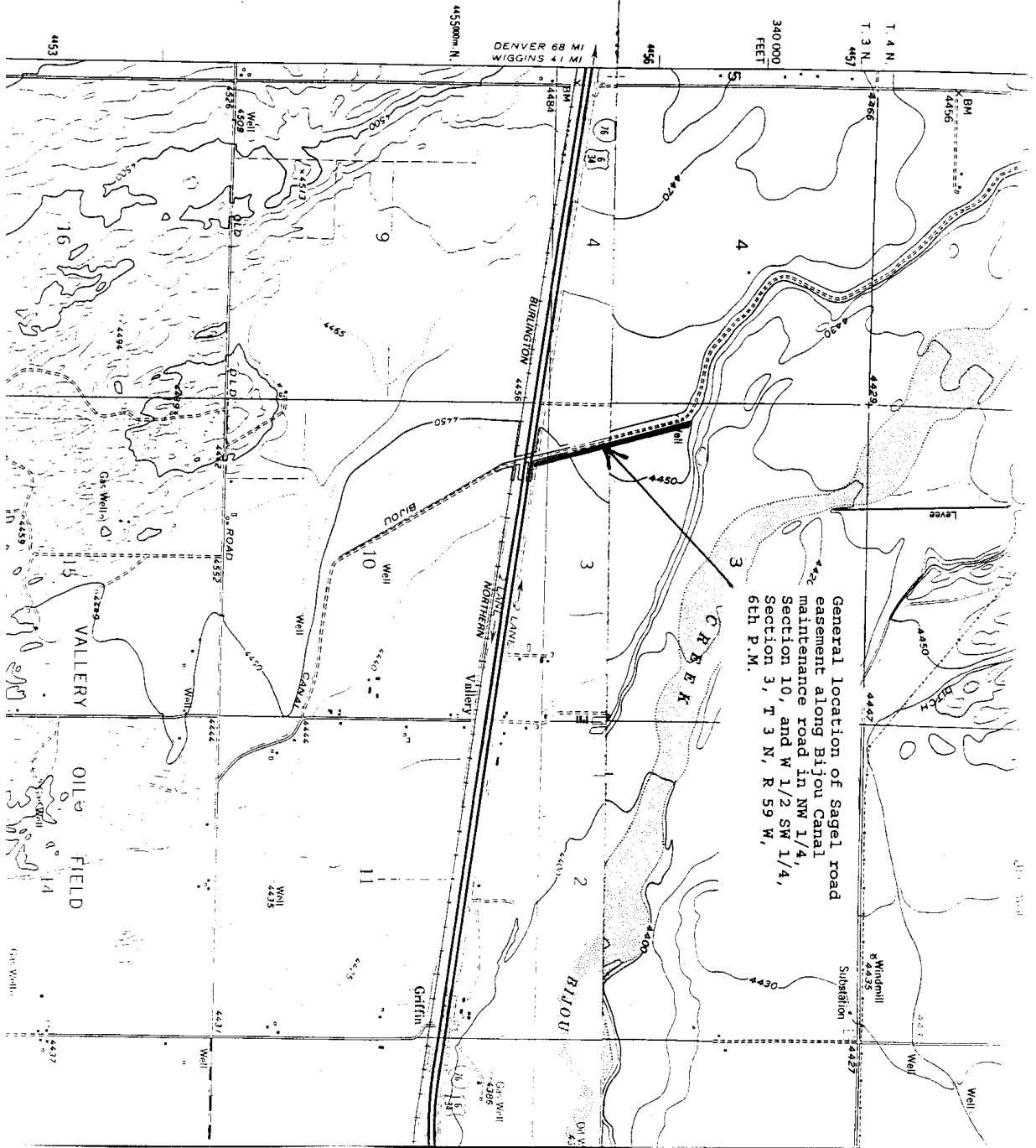
My commission expires: 6/21/97

Kathy J. Samples
Notary Public



2:\c:\files\MDS\BIJOU\BIJOU.EAS





RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called "OWNER", whether one or more), for and in consideration of the sum of Ten & More Dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Bear Paw Energy Inc., 370 17th Street, Suite 2750, Denver, CO 80202, its successors and assigns, hereinafter called ("COMPANY"), a right of way and easement Fifty feet (50') in width for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas or any other liquids or substances for COMPANY'S operations across lands of OWNER, situate in the County of Morgan, State of Colorado described as follows:

Township 3 North, Range 59 West
Section 3: N1/2SW1/4
Morgan County, Colorado see attached Exhibit "A"

COMPANY shall have two (2) years from the date hereof to begin initial installation and construction. If COMPANY does not begin initial installation and construction within two (2) years from the date hereof, OWNER shall retain all consideration paid and shall have no obligation to reimburse COMPANY. This shall be a covenant running with the land and shall burden the land and the successors, heirs or assigns of OWNER and COMPANY.

COMPANY shall bury the top of its pipe at least forty-eight (48) inches below the surface of the ground. The undersigned OWNER, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands described. COMPANY agrees to comply with all applicable state and local regulations.

COMPANY shall indemnify, defend and save and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of COMPANY'S operations on the land.

COMPANY shall restore the land as soon as practicable after the pipelines are completed. Restoration shall be made as near as possible to the condition when COMPANY first entered onto the land.

OWNER hereby warrants and agrees to defend the title to the above described premises. Owner shall have the use of such right-of-way and easement except for any use which conflicts with the purposes for which this right-of-way and easement is granted; provided, however, Owner shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right-of-way and easement.

TO HAVE AND HOLD said right of way and easement unto said COMPANY, its successors and assigns, until such pipelines are constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part hereof.

Executed this 6 day of Jan, 1998

Leonard Sagel & Carole Sagel, husband and wife

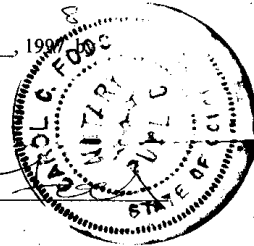
Leonard Sagel
Leonard Sagel

Carole Sagel
Carole Sagel

STATE OF Colorado
COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 6th day of Jan, 1998
Leonard Sagel & Carole Sagel

Witness my hand and official seal.

Carol C. Johnson
Notary Public


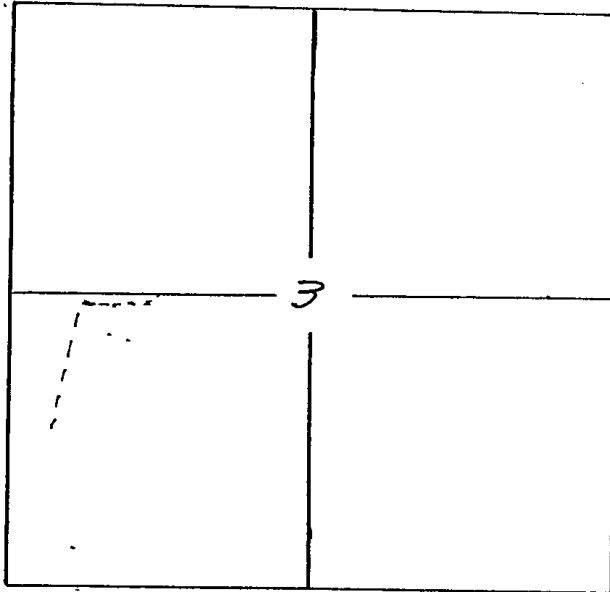
My commission expires: 6-12-01


770230 06/15/1998 01:26P B1032 P317 F. JOHNSON
1 of 2 R 11.00 D 0.00 Morgan County, CO

EXHIBIT "A"

This exhibit is attached to and made a part of
that certain Right of Way Agreement executed
1-6-98 between Leonard & Carole Sagel and Bear Paw Energy, Inc.

R 59 W



T
3
N

----- Proposed pipeline route.

770230 06/15/1998 01:26P B1032 P318 F. JOHNSON
2 of 2 R 11.00 D 0.00 Morgan County, CO



PRODUCERS 88-PAID UP

Rev. 5-60, No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 14th day of January, 2016, by and between, **The Lavern Wilson McConnell Estate, FBO Carl Marc McConnell**, hereinafter called "Lessor" (whether one or more), whose address is **P.O. Box 28897, Spokane, WA, 99208**, and **Bijou Creek Holdings, LLC**, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

- Section 3: Lots 2 and 3 of West Vallery Subdivision being in the SW4 of Section 3, and the NW4 of Section 10.
- Section 3: West Vallery Subdivision, Lot 1, in Section 10. And a parcel in the SW4 of Section 3. And a .50 acre parcel in the NW4 of Section 3.
- Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.
- Section 3: Lots 1-3 of West Vallery Subdivision.
- Section 3: Lot 1 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: Lot 2 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: S2SE4 less a 5.00 acre tract.
- Section 10: All that part of the NE4 lying North of the Railroad right-of-way.
- Section 10: NW4 lying North of the Railroad right-of-way. AND lying North of that certain right-of-way described in Deed Book 549, Page 85.
- Section 10: Metes and bounds description of Highway.
- Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.
- Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 449.80 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and he relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal One-Eighth (1/8th) part of all oil produced and saved by Lessee from the leased premises.
 - 2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.
 - 3rd. To pay Lessor for gas produced and saved by Lessee from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of One-Eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

LESSOR(S):

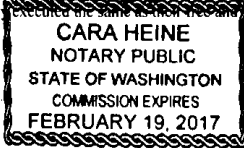
The Lavern Wilson McConnell Estate

Carl Marc McConnell
Carl Marc McConnell

ACKNOWLEDGEMENT

STATE OF Washington)
COUNTY OF Spokane) SS Individual

On this 25 day of January, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Carl Marc McConnell, to me known to be the identical person(s) 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 uses and purposes therein set forth, and in the capacity herein stated.



Cara Heine
Notary Public
02/19/2017
My Commission Expires



PRODUCERS 88-PAID UP

Rev. 5-60. No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 1st day of June, 2016, by and between, Ardith Jane Johnson, Attorney-In-Fact for Norma G. McConnell, a widow, hereinafter called "Lessor" (whether one or more), whose address is 2624 Willow Fern Way, Fort Collins, CO 80526, and Bijou Creek Holdings, LLC, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

- Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.
- Section 3: Lots 1-3 of West Vallery Subdivision.
- Section 3: Lot 1 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: Lot 2 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: S2SE4 less a 5.00 acre tract.
- Section 10: All that part of the NF4 lying North of the Railroad right-of-way.
- Section 10: A 10.725 acre metes and bounds parcel more particularly described in Deed at Reception #409801.
- Section 10: NW4 lying North of the Railroad right-of-way, AND lying North of that certain right-of-way described in Deed Book 549, Page 85.
- Section 10: A 15.154 acre metes and bounds parcel more particularly described in Deed at Reception #409801.
- Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.
- Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 436.23 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal One-Eighth (1/8th) part of all oil produced and saved by Lessee from the leased premises.
 - 2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.
 - 3rd. To pay Lessor for gas produced and saved by Lessee from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of One-Eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents

and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

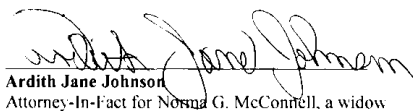
15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

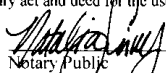
LESSOR(S):

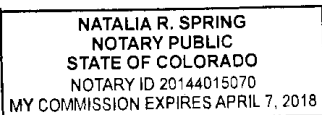

Ardith Jane Johnson
Attorney-In-Fact for Norma G. McConnell, a widow

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS Individual
COUNTY OF Larimer)

On this the 10 day of June, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Ardith Jane Johnson, to me known to be the identical person(s) 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, and in the capacity herein stated.


Notary Public
My Commission Expires: April 7, 2018

[SEAL] 



PRODUCERS 88-PAID UP

Rev. 5-60, No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 6th day of May, 2016, by and between, Ardith Jane Johnson, heir of Robert K. McConnell and Gladys T. McConnell, a widow dealing in her sole and separate property, hereinafter called "Lessor" (whether one or more), whose address is 2624 Willow Fern Way, Fort Collins, CO 80526, and Bijou Creek Holdings, LLC, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.

Section 3: Lots 1-3 of West Vallery Subdivision.

Section 3: Lot 1 of Sagel Minor Subdivision. Final Plat, being part of the SW4.

Section 3: Lot 2 of Sagel Minor Subdivision. Final Plat, being part of the SW4.

Section 3: S2SE4 less a 5.00 acre tract.

Section 10: All that part of the NE4 lying North of the Railroad right-of-way.

Section 10: A 10.725 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: NW4 lying North of the Railroad right-of-way, AND lying North of that certain right-of-way described in Deed Book 549, Page 85.

Section 10: A 15.154 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.

Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 436.23 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

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

2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.

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

4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.

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

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

11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise)

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

LESSOR(S):

Ardith Jane Johnson
Ardith Jane Johnson

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS Individual
COUNTY OF Larimer)

On this the 23 day of May, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Ardith Jane Johnson, to me known to be the identical person(s) 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, and in the capacity herein stated.

Natalia R. Spring
Notary Public
My Commission Expires: April 7, 2018

[SEAL]

NATALIA R. SPRING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144015070
MY COMMISSION EXPIRES APRIL 7, 2018



PRODUCERS 88-PAID UP

Rev. 5-60, No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 6th day of May, 2016, by and between, **James R. McConnell, heir of Robert K. McConnell and Gladys T. McConnell, a married man dealing in his sole and separate property**, hereinafter called "Lessor" (whether one or more), whose address is **640 Round Hill Drive, Grand Junction, CO 81506**, and **Bijou Creek Holdings, LLC**, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.

Section 3: Lots 1-3 of West Vallery Subdivision.

Section 3: Lot 1 of Sagel Minor Subdivision. Final Plat. being part of the SW4.

Section 3: Lot 2 of Sagel Minor Subdivision. Final Plat. being part of the SW4.

Section 3: S2SE4 less a 5.00 acre tract.

Section 10: All that part of the NE4 lying North of the Railroad right-of-way.

Section 10: A 10.725 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: NW4 lying North of the Railroad right-of-way, AND lying North of that certain right-of-way described in Deed Book 549, Page 85.

Section 10: A 15.154 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.

Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 436.23 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

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

2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.

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

4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.

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

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

11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise)

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

LESSOR(S):

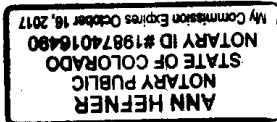
James R. McConnell
James R. McConnell

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS Individual
COUNTY OF Mesa)

On this the 16 day of May, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared James R. McConnell to me known to be the identical person(s) 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, and in the capacity herein stated.

[SEAL]



Ann Hefner
Notary Public
My Commission Expires: 10-18-2017

ORDER OF BOARD OF COUNTY COMMISSIONERS.

Order Declaring all Section and Township lines on the Public Domain of the United States in Morgan County, to be Public Highways, etc., passed by the Board of County Commissioners April 12, 1907.

"WHEREAS, Section 2477 of the Revised Statutes of the United States provides: 'The right of way for the construction of highways over public lands not reserved for public use is hereby granted', and,

"WHEREAS, By virtue of an act of the General Assembly of the State of Colorado, entitled: 'An act to Amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled, 'Roads and Highways,' approved April 7, 1885, it is provided, 'The Commissioners of the County may at any regular meeting by an order of the Board declare any section or township line on the public domain a public highway, and on and after the date of such order, it shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds. The road so laid out shall be a public highway. And,

"WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain, within the limits of the County of Morgan.

"IT IS HEREBY ORDERED, By the Board of County Commissioners of the County of Morgan, that all section and township lines on the public domain of the United States, within the County of Morgan and State of Colorado, to-wit: In townships 1-2-3-4-5 and 6 north in ranges 55;56,57,58,59, and 60 west of the sixth principal meridian; be, and the same hereby are declared to be the center of public highways or County roads, which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and townships lines. And,

"BE IT FURTHER ORDERED, That a duly certified transcript of the order and action of this Board concerning said public highways, duly attested by the Clerk of this Board under the seal of the County of Morgan, shall be forthwith prepared and recorded in the office of the County Clerk and Recorder of Deeds of Morgan County, Colorado. And,

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

STATE OF COLORADO)
COUNTY OF MORGAN) SS: .

I, J.F. Arbuckle, County Clerk and Recorder and Ex.Officio Clerk of the Board of County Commissioners of the County of Morgan in the State of Colorado, do hereby certify that the above and foregoing is a true and correct copy of the order duly passed by the Board of County Commissioners of said County at a regular meeting thereof held on the 12th day of April A.D. 1907.

Witness my hand and the seal of said County this 6th day of May A.D. 1907.



J. F. Arbuckle
County Clerk and Recorder and Ex.officio
Clerk of the Board of County Commissioners.

No. 25157 This instrument was filed for record at 4.10 o'clock P.M. May 6th, 1907.
J. F. Arbuckle.....Recorder.



Mountain Bell

Denver, Colorado
September 24, 1981

Mr. Clifford Garver
Morgan County Clerk/Recorder
P. O. Box 899
Fort Morgan, Colorado 80701

RECEPTION NO. 655265 RECORDED OCT 02 1981
8:30 O'CLOCK 14 M. FAY A. VONDY, RECORDER

Dear Mr. Garver:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures
for the Protection of Underground Facilities from Damage Caused
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General
Assembly of Colorado, we are providing you with the following
information:

1. Name of Operator of Underground Facilities:

Mountain Bell

2. Area Served by Mountain Bell:

See attached map

3. Telephone Number of Location Center:

226-6310

4. Job Title of Location Center Supervisor:

Assistant Manager

5. Address of Location Center:

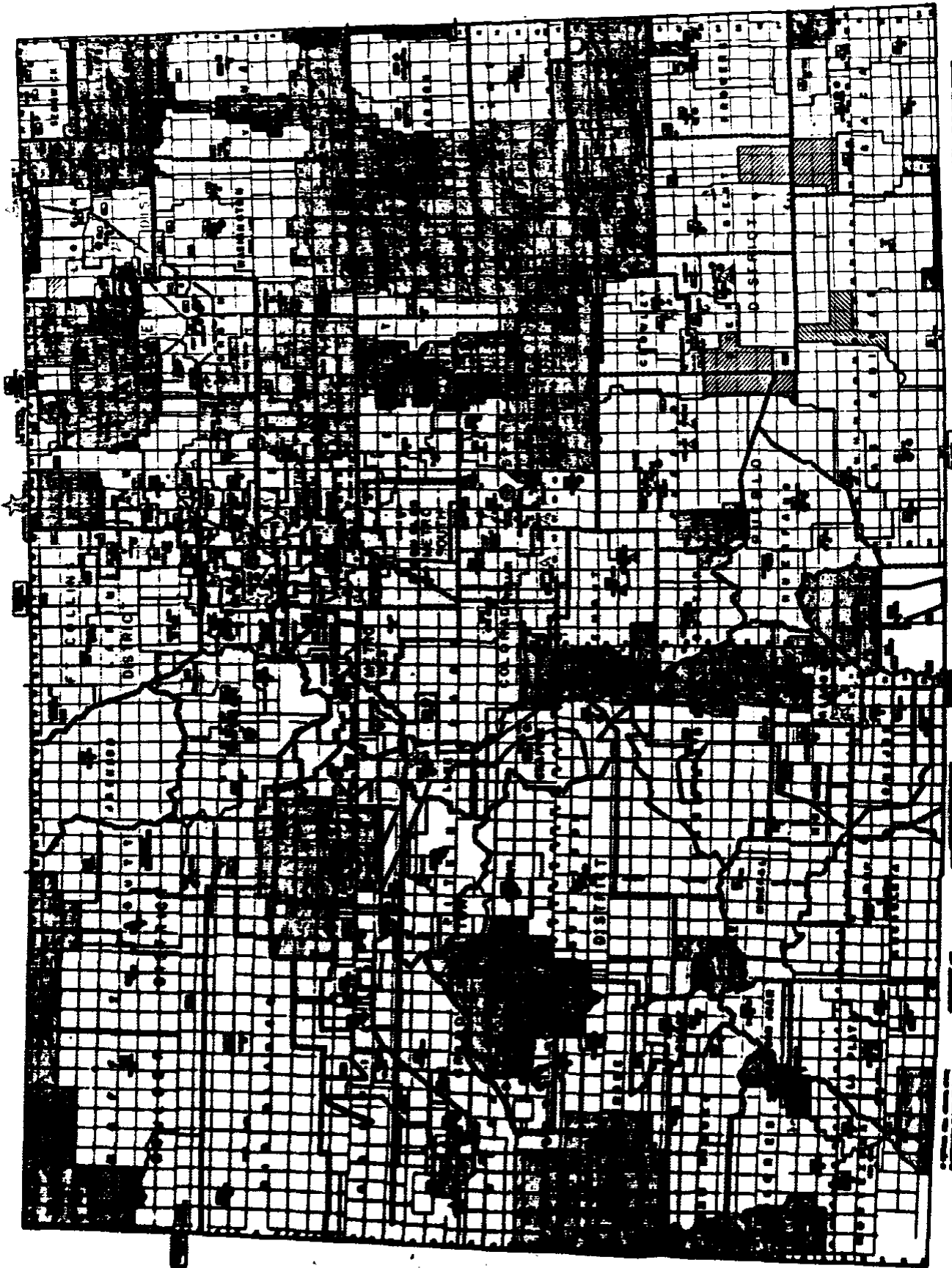
4620 S. College Avenue
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,
please contact Mike Ragan on 624-6409.

Yours truly,

K. C. Lange
District Staff Manager-Distribution Services

Attachment



New Mountain Bell Territory

AR1973076

B 1035 REC 01973076 07/06/84 12:37 \$36.00 1/012
F 2331 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

BOOK 858 PAGE 228

RECEPTION NO. 213714 RECORDED JUL 26 1984
8:36 O'CLOCK Am FAY A. VONDY, RECORDER

AMENDMENT

to

GAS PURCHASE AGREEMENT

between

COLORADO INTERSTATE GAS COMPANY, as Buyer

and

PANTERA ENERGY CORPORATION, as Seller

WAITE LAKE AREA

WELD AND MORGAN COUNTIES, COLORADO

DATED: May 21, 1984

AMENDMENT

800 858-229

THIS AMENDMENT is made this 21 day of May, 1984,
between COLORADO INTERSTATE GAS COMPANY, as Buyer, and PANTERA ENERGY
CORPORATION, as Seller.

WHEREAS, on August 15, 1980, Buyer and Seller's predecessor in
interest entered into a Gas Purchase Agreement (the Agreement) for the
purchase and sale of residue gas from the gas processing plant as described
therein, which Agreement was amended on June 1, 1981; and

WHEREAS, Seller wishes to expand the area of interest to ensure
sufficient future reserves to maintain natural gas throughput at economic
levels; and

WHEREAS, Buyer and Seller recognize the temporary oversupply condition
facing the natural gas industry resulting from, among other things, the
rapid escalation of natural gas prices pursuant to the Natural Gas Policy
Act of 1978 (NGPA), and that both Buyer and its natural gas suppliers need
to cooperate in an effort to halt the loss of and eventually restore the
growth of natural gas markets on Buyer's system through an expeditious
reduction of prices and/or take obligations specified in Buyer's existing
Gas Purchase Agreements;

NOW THEREFORE, in consideration of the premises, the parties agree to
further amend the Agreement as follows:

1. The Area of Interest map, attached to the Agreement as Exhibit
"A," shall be deleted in its entirety and replaced with the Exhibit "A"
attached hereto.

2. The provisions of Subparagraph 1.1(a) of ARTICLE I - COMMITMENT shall be deleted in their entirety and the following substituted therefor:

"(a) All liquid hydrocarbons removed by Seller prior to the delivery of gas to Buyer."

BOOK 858 PAGE 250

3. Subparagraph 1.1(c) of ARTICLE I - COMMITMENT shall be deleted in its entirety.

4. The following sentence shall be added to the first Subparagraph of Paragraph 2.1:

"The parties may, from time to time, mutually agree to add additional delivery points."

5. Paragraph 5.1 of ARTICLE V - PRICE shall be deleted in its entirety and the following inserted in lieu thereof:

"5.1 (a) For all gas purchased by Buyer on or after the first day of the month following the effective date of this Amendment, Buyer shall pay Seller the Full Price which is to be the lesser of \$3.25 per Mcf, irrespective of the Btu content of the gas, or the weighted average of the applicable ceiling prices (maximum lawful prices), including all adjustments, escalations, and authorized gathering charges, applicable to the sale of gas covered by this Agreement, as established by the Natural Gas Policy Act of 1978 (NGPA), any future statute enacted by a legislative authority, or any order or rule issued by an agency having jurisdiction, including but not limited to the FERC. The Full Price shall be deemed to be a delivered price to Buyer's facilities and, therefore, full and complete remuneration to Seller by Buyer for all purchase, gathering, compression and treatment costs as well as all taxes incurred by Seller. The Full Price shall remain in effect until superseded by a redetermined Full Price, pursuant to the provisions of Subparagraph (c) of this

Paragraph. If any amounts paid are subject to refund pursuant to any FERC order or regulation, and refund is ordered or required by law, FERC order or regulation, Seller shall be obligated to make such refund to Buyer, with interest as may be so ordered or required. BCN 858 PAGE 231

"(b) If, pursuant to a determination by the FERC, including the approval of a settlement of any of Buyer's rate cases, Buyer is not allowed to reflect in its resale rates (1) any costs (including return on investment) associated with Seller's gas incurred by Buyer because the FERC finds that such costs are already covered by the price Buyer pays Seller for gas under this Agreement, or (2) the Full Price payable hereunder, then Buyer shall, in each such instance, have the right with respect to payments made thereafter, to reduce the Full Price payable to a level equal to that which is allowed to be reflected. In each such instance, Seller shall refund, with interest pursuant to FERC regulation, to Buyer an amount equal to the difference between any Full Price previously paid and such reduced Full Price so allowed by the FERC. Such refund amount shall be paid by Seller to Buyer within 60 days following the date Buyer supplies Seller with a statement in reasonable detail setting forth the amount due or, at Buyer's option, Buyer may deduct such amount from sums otherwise becoming due Seller.

"(c) (1) Effective June 1, 1965, either party may seek redetermination of the Full Price to become effective on that date by giving the other party written notice of its redetermination request no earlier than 90 nor later than 30 days prior to said date. Subsequently, either party may seek a redetermination of the Full Price by giving the other party written notice of its redetermination request no earlier than 90 nor later than 30 days prior to each anniversary of the most recently

redetermined Full Price's effective date (Anniversary Date). The parties shall, within 30 days after such notice is received by either party, commence redetermination discussions. Any Full Price then so redetermined shall be effective upon the Anniversary Date of the expiring (or expired) redetermined Full Price, but in no case will such Full Price exceed the maximum lawful price for any source of gas.

"(ii) In making redeterminations of the Full Price hereunder, the parties shall determine the fair value of the gas and in so doing shall consider a thorough economic analysis of all factors affecting the fair value, including Buyer's market conditions and alternative fuel prices in Buyer's market area.

"(iii) In the event representatives of Buyer and Seller are unable to agree upon a redetermined price pursuant to Subparagraphs 5.1 (c) (i) and (ii) within 3 months after such redetermination negotiations commenced, it is understood and agreed that the latest effective Full Price shall be paid by Buyer to Seller for all gas hereunder.

"(d) In the event representatives of Buyer and Seller are unable to agree upon a redetermined Full Price and the latest effective Full Price continues to be the price at which gas is sold pursuant to the Agreement, Buyer and Seller shall each have the right to discontinue sale or purchase of all or a portion of gas hereunder provided Buyer or Seller in its sole discretion and in good faith determines that such price is unacceptable. In the event Seller elects to discontinue sale of gas as provided above and secures a bona fide offer for any or all of such gas at a higher price, Seller shall submit the offer to Buyer, and Buyer shall have 30 days in which to elect to match the offer and continue the purchase of the gas. In the event Buyer elects not to match said bona fide offer, Seller shall have

the right to remove such gas and the acreage dedication attributable to such gas from this Agreement. Further, subject to (1) available capacity, and (2) Buyer's obtaining from the FERC such Certificates of Convenience and Necessity or other comparable regulatory approvals as may be necessary to carry out the contemplated service and in form and substance acceptable to Buyer, Seller shall retain the right but not the obligation to transport such gas through Buyer's system, pursuant to terms and conditions similar to those being offered at that time by Buyer to third parties for similar service.

BOOK 858 PAGE 233

"(e) For off-lease gathering, field compression, and delivery of all gas committed hereunder at the pressure specified in Paragraph 2.2 hereof, Seller shall be entitled to whatever rate Seller may apply for and have approved by the FERC, but not in excess of 65 cents per Mcf; provided, that any such allowance approved by the FERC shall become a component of the Full Price and subject to all provisions of Subparagraphs 5.1 (a), (b), (c), and (d) above. Seller warrants that it can justify and document the gathering and compression charge as may be required by the FERC and that it will hold Buyer harmless from any charge, damage, or claim incurred by Buyer, should such charge not be approved by the FERC."

6. Paragraph 5.3 of ARTICLE V - PRICE shall be deleted in its entirety.

7. Paragraphs 5.4, 5.5, 5.6, 5.7, 5.8, and 5.9 shall be renumbered as 5.3, 5.4, 5.5, 5.6, 5.7, and 5.8 respectively.

8. Paragraph 5.3 STATEMENT of ARTICLE V - PRICE shall be deleted in its entirety and the following inserted in lieu thereof:

"On or about the 10th day of each month: (a) Buyer shall render to Seller a statement of the quantities of gas delivered to and purchased by Buyer during the preceding month and the amount due from Buyer to Seller, less all applicable taxes paid by Buyer, if any, for Seller's account, according to the measurement provisions, prices, and conditions provided in this Agreement; and (b) Seller shall render to Buyer a statement detailing the volumes, price, and heat content for each well connected to Seller's gathering system and the NGPA price category for all gas delivered by Seller to Buyer during the preceding month. For all gas delivered and sold by Seller to Buyer under this Agreement, Seller shall furnish to Buyer upon request copies of all filings made to jurisdictional agencies, including but not limited to the FERC."

BOOK 858 PAGE 234

9. The following shall be added after the last sentence of Paragraph 5.5 CHARTS AND RECORDS of ARTICLE V - PRICE:

"Seller, upon request, shall furnish to Buyer at the earliest practicable time all charts and records upon which Seller has based its statements of gas sold and delivered to Buyer. Buyer shall return to Seller all charts within 30 days. Buyer shall have access at all reasonable hours to Seller's records and books to the extent necessary to verify the accuracy of any statement, charge, or computation made under or pursuant to any of the provisions of this Agreement."

10. Paragraph 5.8 COMMINGLED GAS of ARTICLE V - PRICE shall be deleted in its entirety and the following inserted in lieu thereof:

"5.8 COMMINGLED GAS - If gas purchased hereunder is commingled with gas delivered by others prior to delivery to Buyer, then in addition to the information provided pursuant to Paragraph 5.3 STATEMENT OF ARTICLE V - PRICE, Seller agrees to provide by the 10th day of each month a statement

of ownership of the gas so commingled and delivered during the previous month together with, upon Buyer's request, sufficient data to support the results shown. If Seller does not provide Buyer with a statement by the 10th day of any month, then the requirement that Buyer pay Seller by the 20th day of that month shall be waived, and Buyer shall not be obligated to pay for such gas until the 20th day of the month following the month in which such statement was received."

BOOK 858 PAGE 235

11. Paragraph 4.1 of ARTICLE IV - QUANTITY shall be deleted in its entirety and the following inserted in lieu thereof:

"4.1 Effective January 1, 1984, Seller agrees to sell and deliver and Buyer agrees to purchase and take all gas tendered up to a maximum volume of 5,500 Mcf per day of gas (Take Obligation). Such Take Obligation shall remain in effect until superseded by a redetermined Take Obligation pursuant to the provisions of Paragraph 4.5 of ARTICLE IV - QUANTITY. Such gas is to be tendered at a reasonably uniform rate throughout each day and each month at pressures necessary to enter Buyer's facilities."

12. A new Paragraph 4.5 shall be added to ARTICLE IV - QUANTITY to read:

"4.5 Each time the Full Price is redetermined pursuant to the provisions of Subparagraph 5.1(c)(1) of ARTICLE V - PRICE, the Take Obligation may contemporaneously be redetermined, ^{but in no event will it be less than 4000 MCF per day of gas} In redetermining the Take Obligation, it is intended that Buyer shall have a first option to buy all production from the committed acreage. However, if Buyer does not elect to take all available production from the committed acreage (Committed Acreage Production, or CAP) prior to the next Anniversary Date pursuant to the provisions of this Paragraph, then Seller may tender to third parties any and all of the CAP in excess of Buyer's requirements. Buyer shall have the

right to match any offer by third parties for the purchase of any ^{GAP} in excess of Buyer's election prior to the actual purchase of such excess by third parties. In the event Buyer elects not to match said bona fide offer, Seller shall have the right to remove such gas and the acreage dedication attributable to such gas from this Agreement. Further, subject to (1) available capacity, and (2) Buyer's obtaining from the FERC such Certificates of Convenience and Necessity or other comparable regulatory approvals as may be necessary to carry out the contemplated service and in form and substance acceptable to Buyer, Seller shall retain the right but not the obligation to transport such gas through Buyer's system, pursuant to terms and conditions similar to those being offered at that time by Buyer to third parties for similar service. All gas tendered to Buyer by Seller shall be delivered at a reasonably uniform rate throughout each day and each month at pressures necessary to enter Buyer's facilities."

BOOK 858 PAGE 236

13. Paragraph 8.1 of ARTICLE VIII - OWNERSHIP AND INDEMNIFICATION shall be deleted in its entirety and the following inserted in lieu thereof:


"8.1 Title to the gas shall pass at the actual point or points of delivery specified in Paragraph 2.1. Each point of delivery shall be the point of division of responsibility between Buyer and Seller as to the gas, and each of the parties assumes responsibility and liability for the maintenance and operation of its respective properties and facilities and agrees to indemnify and hold harmless the other party from all liability and expense on account of all damages, claims, injuries, or actions arising from any act, omission, or accident in connection with the installation, presence, maintenance, or operation of the property or equipment of the indemnifying party. Neither Seller nor Buyer shall be responsible or liable for damages or claims arising from the acts or conduct of the other."

B 1035 REC 01973076 07/06/84 12:37 \$36.00 10/012
F 2340 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

Except as herein amended, said Agreement, as heretofore amended, shall
remain in full force and effect.

BOOK 858 PAGE 237

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

ATTEST
A circular notary seal for the State of Colorado, containing the text "NOTARY PUBLIC STATE OF COLORADO".
Dorinda M. Jones
Assistant Secretary

COLORADO INTERSTATE GAS COMPANY

By *K. M. O'Connell*
K. M. O'Connell
Vice President
BUYER

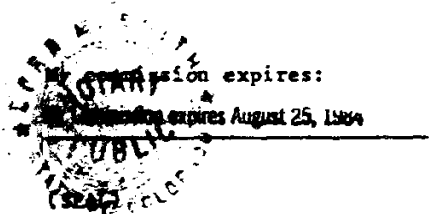
PANTERA ENERGY CORPORATION

By *Robert L. Marolda*
Robert L. Marolda
President
SELLER

STATE OF Colorado)
) ss.
County of El Paso)

On this 1 day of June, 1984, came _____
H. M. C. Connell, Vice President of
Colorado Interstate Gas Company, known to
me to be the person who executed the foregoing instrument, and acknowledged
before me the execution of the same.

Cora M. Smith
Notary Public



STATE OF COLORADO)
) ss.
County of DENVER)

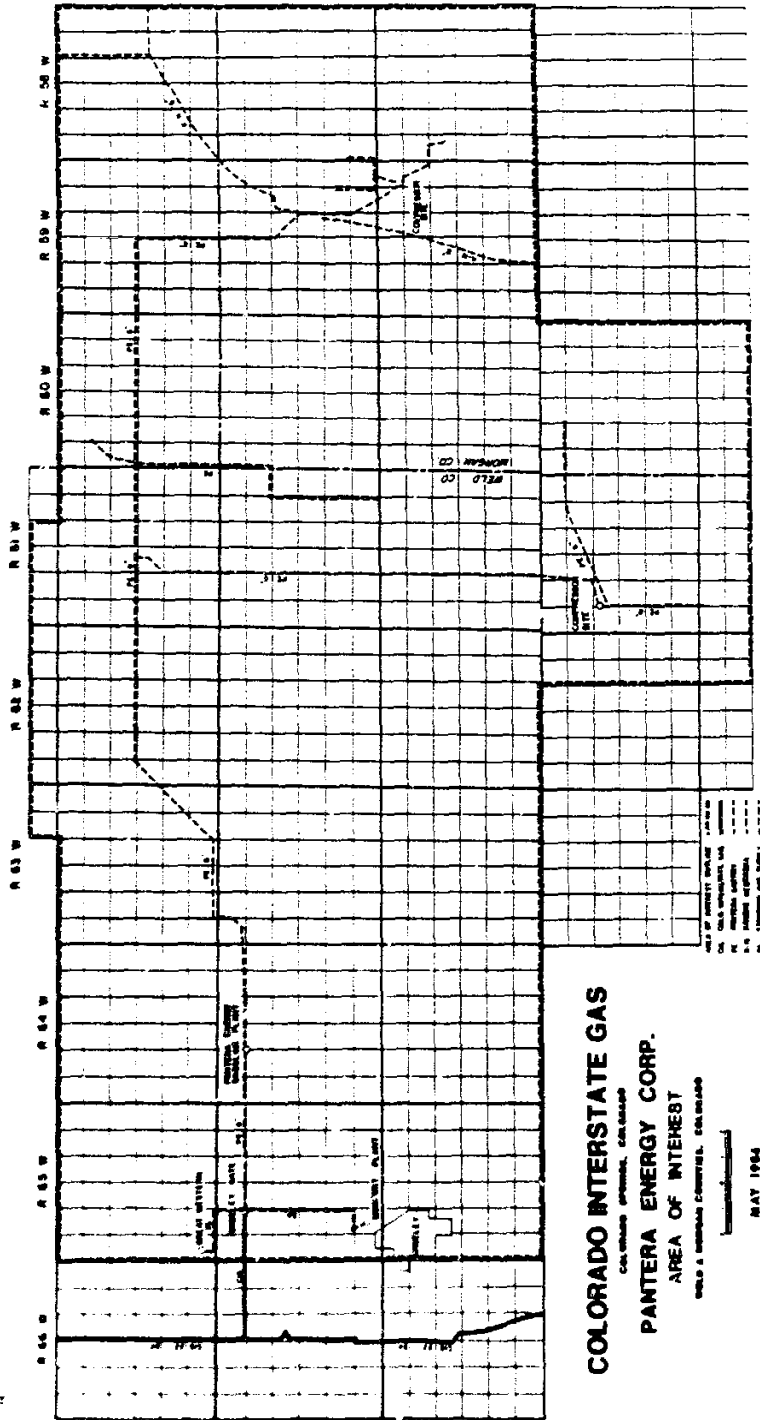
On this 25 day of May, 1984, came _____
ROBERT L. MAROLDA, _____ President of
PANTERA ENERGY CORPORATION, known to
me to be the person who executed the foregoing instrument, and acknowledged
before me the execution of the same.

Bonnie Hamill
Notary Public

My commission expires:
January 28, 1985



Exhibit "A"
 Revised: May 21, 1984



COLORADO INTERSTATE GAS
 COLORADO ENERGY CORP. COLORADO
PANTERA ENERGY CORP.
 AREA OF INTEREST
 WELD & WASHINGTON COUNTIES, COLORADO
 MAY 1984

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)
CONCERNING UNDERGROUND FACILITIES OF
MORGAN COUNTY RURAL ELECTRIC ASSOCIATION

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Morgan County Rural Electric Association hereby gives notice of the following information:

1. Morgan County Rural Electric Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of electricity.

2. At the time of this filing, Morgan County Rural Electric Association has underground facilities located within the following area served, within said Morgan County and State of Colorado to wit:

Townships 1, 2, 3, 4, 5 and 6 North in Ranges
55, 56, 57, 58, 59 and 60 West of the 6th P.M.

3. Notice is given that Morgan County Rural Electric Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Morgan County Rural Electric Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: John W. Zambo
Job Title: Engineer
Address: 20169 Hwy. 34
P.O. Box 738
Fort Morgan, Colorado 80701
Telephone No.: (303) 867-5688

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Morgan County Rural Electric Association at the same address and telephone number.

DATED as of the 1st day of October, 1981.

MORGAN COUNTY RURAL ELECTRIC
ASSOCIATION

By: Everett B. Channing
General Manager

RECEPTION NO 732619 RECORDED OCT 09 1992
12:07 3:00 P.M. CLERK TOWNSON RECORDER
MORGAN COUNTY, CO.

BOOK **947** PAGE **824**

**NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103(1) AS AMENDED
CONCERNING UNDERGROUND FACILITIES OF
WIGGINS TELEPHONE ASSOCIATION**

Pursuant to C.R.S. Sec. 9-1.5-103(1) as amended, Wiggins Telephone Association hereby gives notice of the following information:

1. Wiggins Telephone Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of telephone communication services.

2. At the time of this filing, Wiggins Telephone Association has underground facilities located within the following area served, within said Morgan County and State of Colorado, to wit:

Township 1 North in Ranges 57, 58, 59 and 60
West of the 6th P.M.
Township 2 North in Ranges 58, 59 and 60 West
of the 6th P.M.
Township 3 North in Ranges 59 and 60 West of
the 6th P.M.
Township 4 North in Ranges 59 and 60 West of
the 6th P.M.
Township 5 North in Ranges 57, 58, 59 and 60
West of the 6th P.M.
Township 6 North in Ranges 57, 58, 59 and 60
West of the 6th P.M.

3. Notice is given that the Wiggins Telephone Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Wiggins Telephone Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: Dwight E. Schmitt
Job Title: General Manager
Address: 414 Main
P.O. Box 248
Wiggins, CO 80654
Telephone No: (303) 483-7343

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with the individual who occupies that job title with the Wiggins Telephone Association at the same address and telephone number.

DATED as of this 8th day of October, 1992.

WIGGINS TELEPHONE ASSOCIATION

By Dwight E. Schmitt
Dwight E. Schmitt, General Manager

KNE ENERGY, INC.

RECEPTION NO. 629508 RECORDED MAR 9 1984
9:03 O'CLOCK AM FAY A. WONDY, RECORDER

FEB 15 1984

Gentlemen:

Whenever you are planning work that may coincide or interfere with K N's pipelines, you should contact K N at least 48 hours in advance of working in the area. We will be happy to locate and mark our lines and meet with your field personnel as needed.

If you are uncertain as to whether a project crosses a K N pipeline, you should contact us since we do not charge for locating and staking pipelines. We want to avoid needless injury and damage to you, your employees and equipment; we also want to protect K N's pipelines from damage by outside forces.

Telephone collect the following K N personnel for pipeline locating and staking:

Kansas, Oklahoma and Texas:

Howard Hanway or Dick Brunow - Phillipsburg, Kansas	(913) 543-2135
Hank Rupke - Lakin, Kansas	(316) 355-7122
Dean Keys - Canadian, Texas	(806) 323-5084

Central and East Nebraska:

Leonard Snow or George Witt - Hastings, Nebraska	(402) 463-2315
--	----------------

West Nebraska, Colorado and Wyoming:

Dallas Pool or Bill Deer - Scottsbluff, Nebraska	(308) 635-1327
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Distribution:

For projects within the limits of a village, town, or city, please refer to the telephone directory for K N's distribution office, operating personnel and emergency numbers.

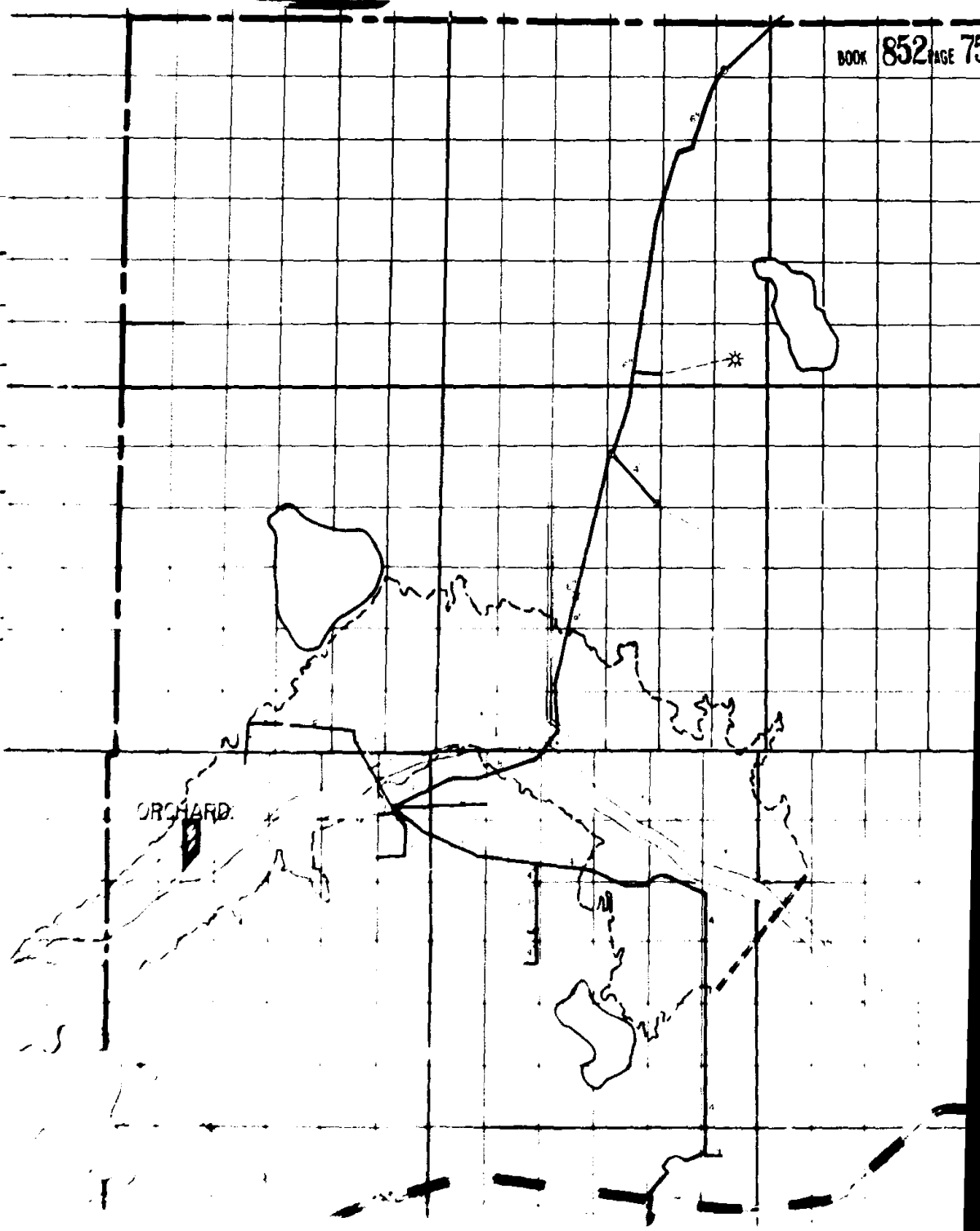
If an emergency should arise at times other than during regular business hours, please contact K N's dispatcher at (913) 543-2135.

Your cooperation and assistance will be greatly appreciated.

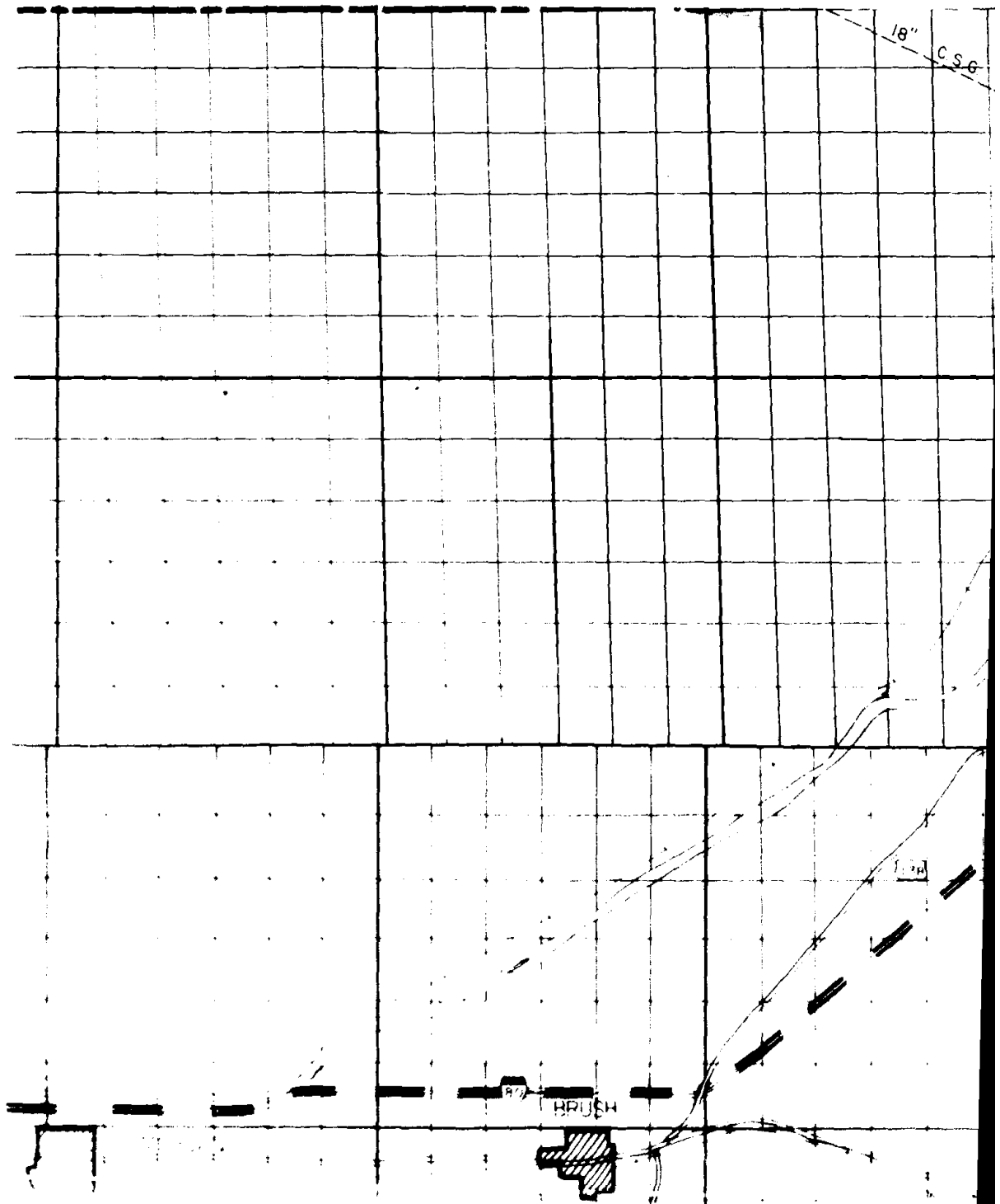
Very truly yours,

Dallas Pool
by [Signature]

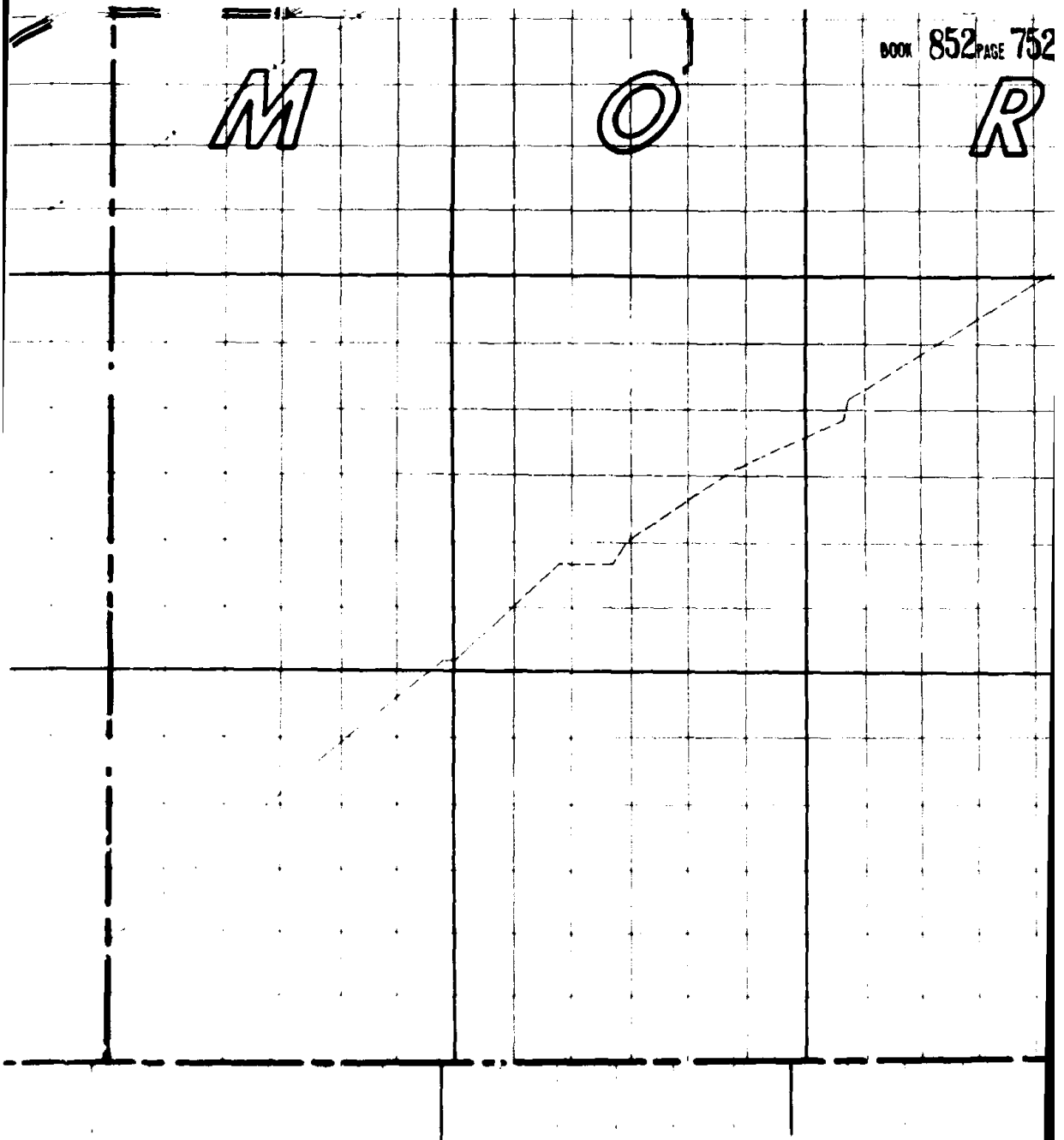
PART I
of
4 PART MAP



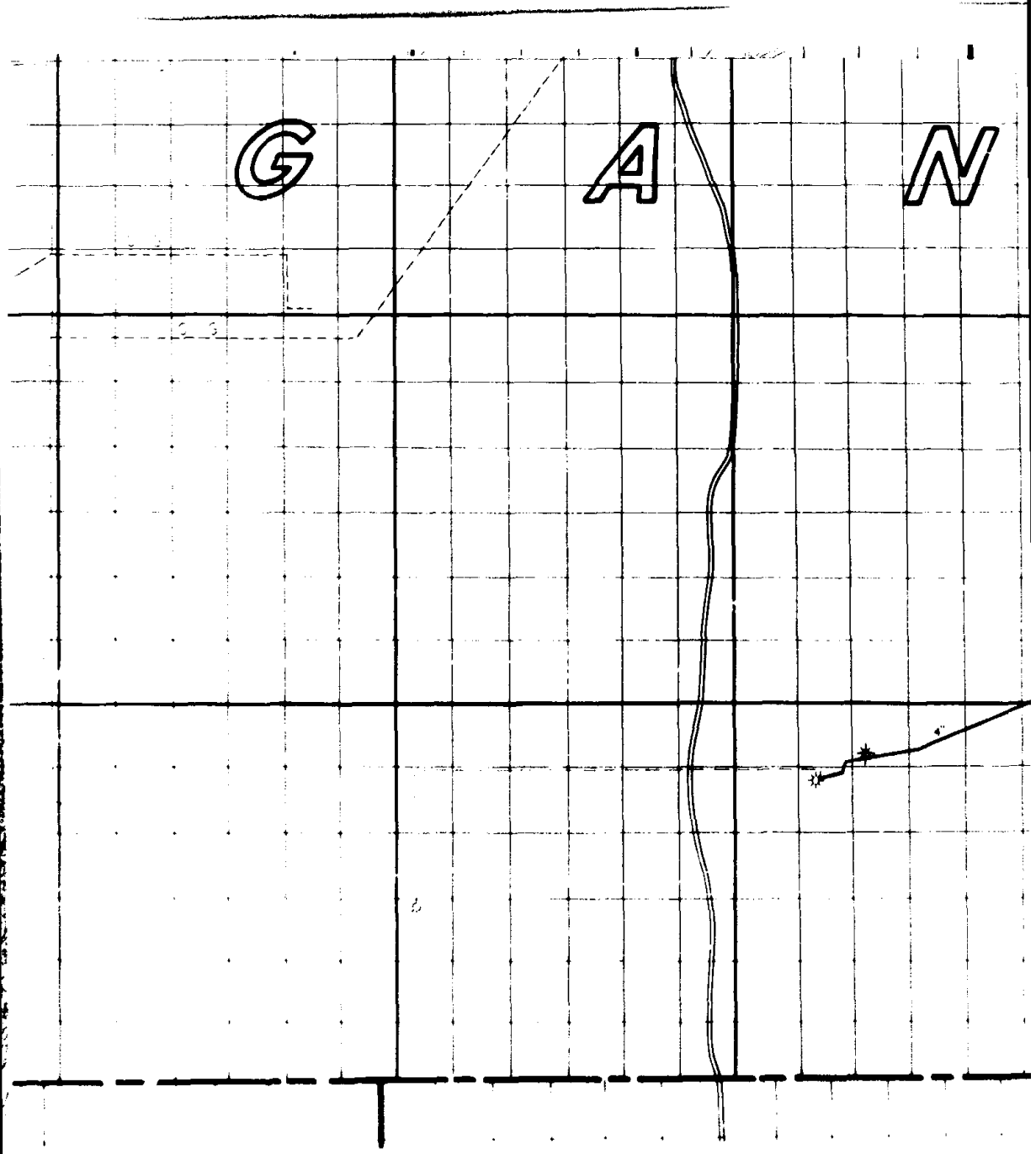
PART 2
of
4 PART MAP



PART 3
of
4 PART MAP



PART 4
OF
4 PART MAP





THE UNITED STATES OF AMERICA,

Certificate No. 12970

To all to Whom these Presents shall come, GREETING:

Whereas, Charles A. Fisk Morgan County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Durango Colorado

whereby it appears that full payment has been made by the said Charles A. Fisk

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for

The North half of the North West quarter of section eleven and the North half of the North East quarter of Section ten in Township three North of Range fifty-nine, West of the sixth Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Charles A. Fisk

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Charles A. Fisk

and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Charles A. Fisk

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.

In Testimony Whereof, I, Benjamin Harrison 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 thirteenth day of August in the year of our Lord one thousand eight hundred and thirty-one, and of the Independence of the United States the one hundred and eighty-eighth



BY THE PRESIDENT: Benjamin Harrison
By Kellen Masfanello Secretary

J. R. Conard Recorder of the General Land Office
ad interim

Recorded, Vol. 22 Page 1970

Filed for Record the 4th day of November A. D. 1891, at 9:20 o'clock A. M.

Dyer D. Briskell
Recorder

No 2756

By _____ Deputy

THE UNITED STATES OF AMERICA.

Certificate No. 13345

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Elijah M. Smith of Morgan County, Colorado,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver, Colorado, whereby it appears that full payment has been made by the said Elijah M. Smith

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the Public Lands," for the North West quarter of Section ten in Township three north of Range fifty-nine West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Elijah M. Smith

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Elijah M. Smith and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Elijah M. Smith 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.

In Testimony Whereof, I, Benjamin Harrison 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 fourth day of May in the year of our Lord one thousand ~~two~~ ^{eight} hundred and twenty one and of the Independence of the United States the one hundred and fifteenth



By the President, Benjamin Harrison
By Ellen Macfarland Asst. Secretary
J. M. Townsend Recorder of the General Land Office

Recorded, Vol. 19 Page 224

Filed for Record the 28th day of Feb A. D. 1908, at 11 o'clock P. M.

*27916

J. F. Ashickli
Recorder

By _____ Deputy

MORGAN COUNTY

SPECIAL FILE

No. 21

Special File No. 6512

Filed July 11, 1896

ARKS:

OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO.

*Map, sworn statement
and field notes of
"the Ripon Reservoir and
canal system"*

No. 6512

STATE OF COLORADO } ss.
County of Morgan.

I hereby certify that this instrument was
filed ~~recorded~~ in my office at 8:30 o'clock
A. M. July 11, 1896
Filed July 11, 1896
By J. A. [Signature] Recorder.
Per [Signature] Deputy.

STATEMENT OF CLAIM TO WATER RIGHTS

For Reservoirs and Canals

IRRIGATION DIVISION NO.1-- WATER DISTRICT NO.1.

State of Colorado)
 + ss.
County of Weld)

George H. West and Daniel A. Carnfield,

(whose post office address is Greeley, Weld county, Colorado,) owners of the Bijou Reservoir and Canal System, so called, including the Reservoirs, Canals and Ditches herein described and surveyed, in compliance with the statutes of the state of Colorado, do hereby make, for filing in the proper offices, this statement, with map and field notes attached, the same being from surveys made by them, in continuation of the work and plans of Edwin S. Baker and James W. McGreevy, from their surveys begun April 2, 1895, as shown by their map and sworn statement, filed about July 20, 1895, in the proper offices, under the name of "The Weld and Morgan Canal and Reservoir System", and said parties claim the appropriation and right to the use of water thereby, for irrigation and other beneficial uses, under said former claims and as herein indicated.

The properties herein described and included in said system are The Bijou Canal, Reservoirs numbered 1, 2, 3 and 4, the canals, or ditches, connecting said reservoirs and the outlet ditches from Reservoirs No's. 3 and 4, and they are all located in Morgan county, Colorado.

THE BIJOU CANAL.

First:- The Bijou Canal is to be taken from the right bank or east side of the Bijou Creek, from which stream it is to divert its supply of water. Its headgate is located at a point (Station C) N. $39^{\circ}43'$ E. 2900 feet to the North east, corner of Section 5, Township 2, North, of Range 59 West, in Morgan County, Colorado.

Second:- Said Canal is to be 100 feet wide, on the bottom, for the first 4900 feet, and thereafter its width will be 65 feet, to its terminus in reservoir No. 1. The entire distance is 19,361 feet. It is to carry a depth of 10 feet of water. Grade 2.11 feet to the mile, slopes $1\frac{1}{2}$ to 1, carrying capacity 3000 cubic feet per second.

Third:- Work was begun on this canal and on the reservoirs named by commencing the present survey and relocation of these ~~canals and ditches~~ on April 14, 1896, and has since been continued actively and vigorously.

Fourth:- The general course of said supply canal from its headgate is through section 5, Township 2 North, Range 59 West, into Township 3 North, Range 59 West, thence through sections 32, 29 and 28 into section 31, where it terminates in Reservoir No. 1 at a point shown on map and described in the field notes.

-3-

RESERVOIR DATA--HIGH WATER LINE--

NAMES	ACRES AREA	TOTAL DEPTH	AVERAGE DEPTH	AVAILABLE CUBIC FT.	STORAGE CAPACITY ACRE FEET.
Res.No.1	341.6	26'	14.5'	152,024,400	3,490
Res.No. 2	44.7	8'	3.7'	46,391,400	165
Res.No.3	291.4	23'	9.7	141,621,400	2,815
Res.No. 4	1321.5	35'	12'	691,518,000	15,875

For all of which water and capacity claim is hereby made. The initial points of survey of each of said reservoirs and the termini of their inlet and outlet canals or ditches are all shown on the attached map and are fully described in the accompanying field notes.

All of said reservoirs will derive their supply of water from the Bijou Creek. They may also be filled by a line of canal to be built from the South Platte River. Reservoir No. 4, also derives a part of its supply from the Sand arroya--a dry creek, having no channel into the South Platte River.

LOCATION OF RESERVOIRS.

As shown on attached map, all of said Reservoirs are located in Township 3, North, of Range 59 West, excepting reservoir No. 4, which covers a few acres in Township 2, North, Ranges 58 and 59 West, in Morgan county, Colorado. A more particular description is as follows:--

RESERVOIR NO. 1.--Lies almost entirely in Section 21, a small

RESERVOIR NO. 2.--lies entirely in the Southwest quarter of Section 9 and the North-west quarter of Section 16.

RESERVOIR NO. 3.--is located in the South half of Section 9, the South-west quarter of Section 10, the North-east quarter of Section 16, and the North-west quarter of Section 15--a very small portion thereof extending into the North east and South-west quarters of Section 15.

RESERVOIR NO. 4--is located in the South part of Section 22, in the South-west part of Section 25, covers all the South-east quarter and parts of the rest of Section 26, part of the North half and South-west quarter of Sections 27 and 35, and a considerable part of Section 36, all in Township 3, North, Range 59 West. It also covers a few acres in the North-west quarter of Section 6, Township 2 North, Range 58 West and in the North-east quarter of Section 1, Township 2, North, Range 59 West.

RESERVOIR INLET AND OUTLET DITCHES.

FROM	TO	LENGTH FEET	BOTTOM WIDTH	DEPTH OF WATER	SLOPE CAR-BANKS	GRADE MILE	PERCAPACITY CU. FT. PER SEC.
Res. No. 1	to R. #2	7370	30'	6'	All	8'	2,000
Res. #1	Res. #4	2040	40'	8'		50'	
Res. #2	Res. #3	290	20'	6'	1-1/2	50'	
Res. #3	End	2450	20'	6'		3'	
Res. #4	Outlet	8 Miles	30'	4'	to	1.056	

The heads, courses and termini of these ditches are all shown on the attached map and field notes, excepting the latter, they all lie entirely in Township 3, North, Range 59 East, excepting the outlet canal, or ditch from Reservoir No. 4. The transit lines or land corners of that survey have not yet been fully tied in for mapping.

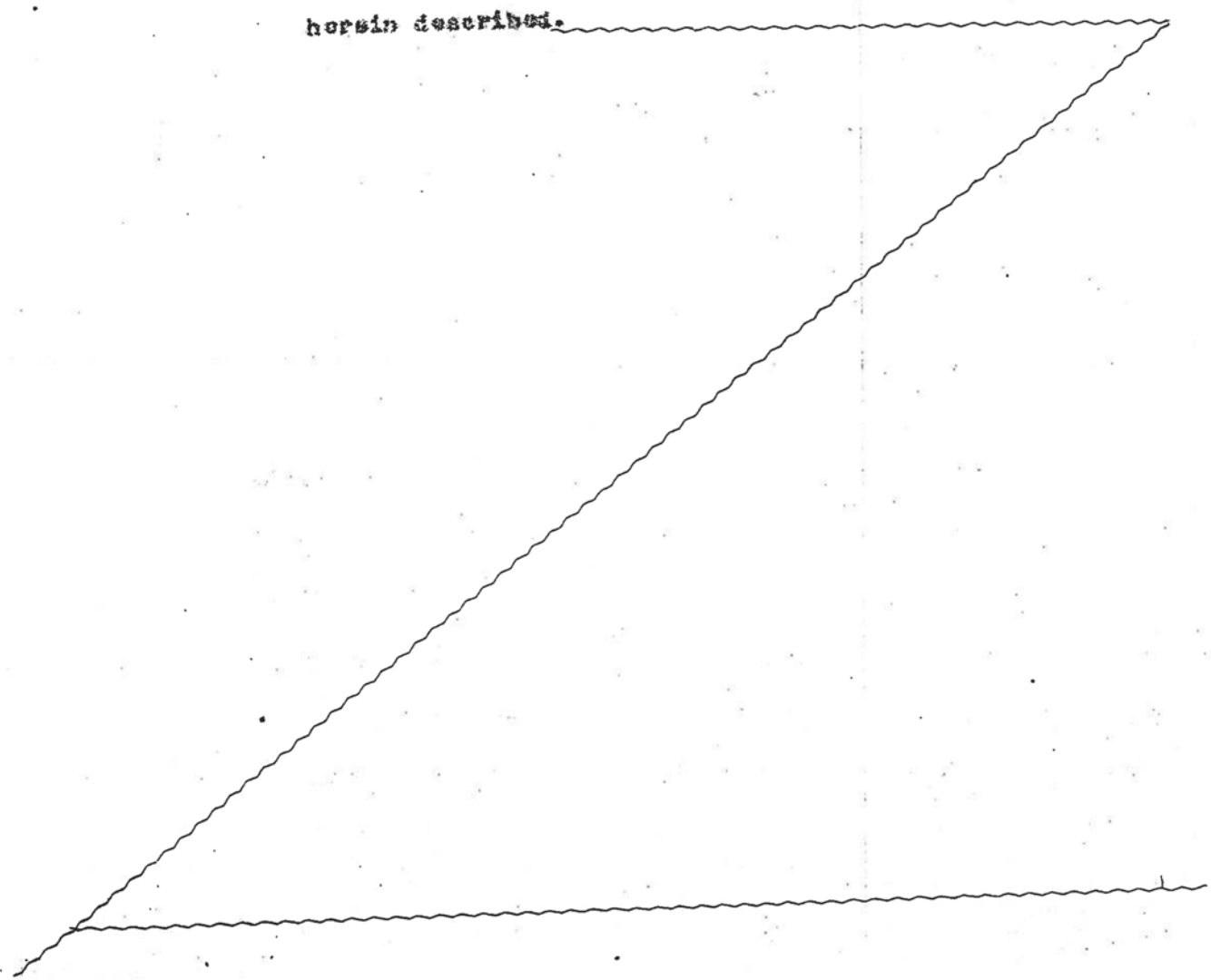
CLAIMS.

The owners of the within described reservoirs and canals, being a part of the Bijou Reservoir and Canal System hereby claim all of the unappropriated waters of the Bijou Creek, and of all its tributaries, and all of the waters of the Sand Arroya, so called, of every kind and nature, at all seasons, for the storage of the same in the aforesaid reservoirs and for their withdrawal^{al} and conveyance therefrom, for beneficial purposes, for domestic use, for irrigation, and for such mechanical uses as will not waste said waters, nor prevent their use also for domestic and agricultural uses.

They make claim to these waters, both by reason of their own surveys and work begun and under the previous work, claims and surveys made and herein referred to, bearing date April 2, 1895.

And, in the prosecution of the surveys, construction, operation and maintenance of the said Canals and Reservoirs, and of their

entire Bijou Reservoir System, ^{and Canal} they claim the right to associate others with them, or in such co-operation with others they may incorporate as a body corporate, under the laws of the State of Colorado, in order to more effectually secure their claims made herein and to bind, enforce and maintain the same by carrying out fully the projects herein described.



IN WITNESS of the within described work and claims, we
have hereunto set our hands and seals this 9th day of June,
A.D., 1896.

George K. West (Seal)
Abmild Campfield (Seal)

State of Colorado)
 + ss.
County of Weld)

George H. West, Daniel A. Camfield and

Peter J. Preston, being first duly sworn on their oaths depose and say:-

That they were each and all engaged on the survey of said Canals and Reservoirs; that they have each read the above and foregoing statement, and have examined the map, and field notes thereto attached, and that the matters therein set forth are true of their own knowledge.



George H. West
Daniel A. Camfield
Peter J. Preston

Subscribed and sworn to before me this 7th day of June,
A.D., 1896.

My Commission expires May 13, 1897

Vernon McKevey

NOTARY PUBLIC.

-----00000-----

Field Notes of Survey of
 THE BIJOU RESERVOIR AND CANAL SYSTEM
 in Morgan County, Colorado.

This survey was begun April 14, 1896, by Porter J. Preston, C.E., Louis L. Stimson, C.E. and others, for the use and benefit of George H. West and Daniel A. Canfield, of Greeley, Colorado, the owners of said irrigation system. An 18" Buff + Berger level and 10" transit with $3\frac{1}{2}$ inch needle, vernier reading to single minutes, were used on this work.

All distances were measured with 100' steel tape and the lines were staked throughout. Courses were by true bearing. Magnetic variation $14^{\circ} 7' E.$ used on land lines and $\text{Var } 14^{\circ} 30' E$ on Res. and Canal lines.

BIJOU SUPPLY CANAL.

Beginning work on the east bank of the Bijou Creek, at Station 0, a point that bears N. $39^{\circ} 45' E.$, 2900' to the N.E. cor. of sec. 5, Twp. 3, North, Range 59 West, proceeded as follows:

Thence	Course	Distance	To Station	Number
"	N. $8^{\circ} 25' E.$	1700'	" "	17
"	N. $11^{\circ} 34' E.$	570'	" "	17+570

Terminate from the 007' E. of 1/4 cor. to sec. 32 & 5

Thence	Course	Distance	To Station	Number.
"	N. 11°56' W.	900'	" "	19
"	N. 8°10' E.	1000'	" "	20
"	N. 31°51' W.	300'	" "	21
"	N. 57°17' W.	600'	" "	22
"	N. 33°09' W.	700'	" "	23
"	N. 6° 4' E.	1003	" "	24
"	N. 0° 49' E.	619.4'	" "	24+619.4
Intersects section line 173.5' W. of quarter cor. to secs.				
29 and 32, T. 3 N., R. 59 W.				
"	N. 43' E.	160.6'	" "	25
"	S. 1° 5' E.	200'	" "	26
"	N. 15°32' E.	1000'	" "	27
"	N. 22°30' E.	1000'	" "	28
"	N. 41°15' E.	900'	" "	29
"	N. 70°4' E.	1000'	" "	30
"	N. 71°1' E.	400'	" "	31
"	N. 42°15' E.	434.7'	" "	31+434.7
Intersect sec. line 916.6' S. of cor. to				
Secs. 30, 31, 28 and 29, T. 3 N., R. 59 W.				
"	N. 49° 5' E.	375.3'	" "	32
"	N. 30°13' E.	477	" "	33
"	S. 26°16' E.	576.5'	" "	34
"	S. 50° 12' E.	607.6	" "	35
"	S. 39°47' E.	1189.6'	" "	36
"	N. 15°33' E.	797'	" "	37

Thence	Course	Distance	To Station	Number
	Intersects sec. line, 2625' E. of cor. to secs. 20, 21, 28 and 29, T. 3 N., R. 59 W.			
"	N. 7° 36' E.	617.3'	" "	38
"	N. 16° 26' E.	120'	" "	39
	to its terminus on water line of Reservoir No. 1, at Sta. 30+110 on said Reservoir survey, and at a point that bears S. 75° 40' W. 2800' to the cor. of secs. 20, 21, 28 and 29, T. 3 N., R. 59 W.			

BIJOU RESERVOIR NO. 1.

The terminus of the Inlet Canal for supplying this reservoir is at a point--Station 0--that bears S. 75° 40' W. 2800' to the cor. of secs. 20, 21, 28 and 29, T. 3 N., R. 59 W., being at Station 30+110, on the survey of the water line of said reservoir.

The Outlet Canal: of said reservoir, heads at a point on said reservoir water line (Sta. 0+100 of the survey thereof) at a point that bears N. 31° E. 2740' to N.E. cor. of Sec. 21, T. 3 N., R. 59 W.

The initial point of survey of said reservoir, Station 0, is ^a a point that bears N. 33° 40' E. 2760' to N. E. cor. of sec. 21, T. 3 N., R. 59 W.

~~The initial point of survey of said reservoir, Station 0, is at a point that bears N. 33° N. R. 59 W.~~

The points of interaction of section lines on the public survey,

Sta. 4+240.6 intersects Sec. line 1629.3' S. of 1/4 cor. to
secs. 21 and 22, T. 3 N., R. 59 W.

Sta. 6+500 intersects Sec. line 688' E. of cor. to Secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 7+220 intersects Sec. line 574' E. of cor. to secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 8+79.8 intersects Sec. line 375' E. of cor. to secs. 21,
22, 27 and 28, T. 3 N., R. 59 W.

Sta. 9+577.6 intersects Sec. line 489.4' S. of cor. to secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 10+122.6 intersects Sec. line 725.7' S. of same cor.

Sta. 13+97.5 intersects Sec. line 1255' S. of same Sec. cor.

Sta. 17+427.2 " " " 1020.4' W. of said sec. cor.

Sta. 21+82.7 " " " 1109.5' W. " " " "

Sta. 24+57.6 " " " 1320.4' W. " " " "

CANAL FROM RESERVOIR NO. 1 TO RESERVOIR NO. 2.

Head of this Canal is given above, being Outlet Canal
from Res. No. 1. The terminus is Sta. 6 on survey of water
line of Res. No. 2, being at a point whence the N.E. cor. of
Sec 16, T. 3 N., R. 59 W. bears N. 45° E. 2160'

The located line of this canal at Sta. 8+656 intersects
Sec. line 1800.5' E. of cor. to Secs. 16, 17, 20 and 21, T. 3
N., R. 59 W.

BIJOU RESERVOIR NO/ 2.

Head of Outlet Canal is at Sta. 20, of survey of the high water line of this Res. being at a point whence the S.E. Cor. of Sec. 16, T. 3 N., R. 59 W. bears S. 27°30' E. 6460'.

The Initial Point of Survey of this Res., Sta. 0, is at a point that bears S. 36°40' E. 5200' to S.E. cor. of Sec. 16, T. 3, N., R. 59 W.

The survey line of this reservoir, being the high water line, intersects the section lines of the U.S. surveys as follows:

Sta. 11+425.7 intersects Sec. line 1058' E. of cor. to secs. 6, 9, 16 and 17, T. 3 N., R. 59 W.

Sta. 23+247.1 intersects sec. line 918.7' W. of 1/4 cor. to secs. 9 and 16, T. 3 N., R. 59 W.

Canal from Res. No. 2 to Res. No. 3. starts at Sta. 20 on survey of Res. No. 2 and ends at Sta. 40 on survey of Res. No. 3. It is 800' long, and crosses the N. and S. center line of Sec. 9, T. 3 N., R. 59 W.

Rijou Reservoir No. 3.

The Supply Canal for this Res. (from Res. No. 2) ends at Sta. No. 30, on survey of its high water line, being at a point whence the S.E. cor. of Sec. 16 T. 3 N., R. 59 W. bears S. 20° E. 6380'.

The ^{Initial} ~~Initial~~ point of survey of this Res. Sta. 0, is at a point that bears N. 81° 20' E. 1380' to the S. 1/4 cor. of Sec. 16, T. 3 N., R. 59 W.

Sta. 31+49.6 intersects Sec. line 681.5' N. from
1/4 cor. to Secs. 15 and 16, T. 3 N., R. 59 W.

Sta. 36+138.5 intersects Sec. line 874.7' E. of
1/4 cor. to secs. 9 and 16, T. 3 N., R. 59 W.

Sta. 54+356' intersects Sec. line 527.2' S.
of 1/4 cor. to secs. 9 and 10, T. 3 N., R. 59 W.

Sta. 56+2140.7 intersects Sec. line 1476.8' W. of
1/4 cor. to Secs. 10 and 15, T. 3 N., R. 59 W.

The outlet Canal from this reservoir is 2450'
long. It heads near Sta. C, on the Reservoir survey
line at a point that bears S. 87° E. 1460' to the
S. 1/4 cor. of Sec. 10, T. 3 N., R. 59 W.

It terminates at a point whence the same cor. bears
S. 15° E. 2430'.

SUPPLY CANAL TO RESERVOIR NO. 4,

From Res. No. 1, heads at Sta. B+250 on survey
line of latter Reservoir, being at a point whence the N.E. cor.
of sec. 21, T. 3 N., R. 59 W. bears N. 9° 50' E. 3180'. It is
2040' long and at Station B+300 intersects Sec. line 606.5' S.
from 1/4 cor. to Secs. 21 and 22, T. 3 N., R. 59 W. It
terminates at Sta. 351 on the survey of the high water line
of Res. No. 4 at a point whence the N.E. cor. of Sec. 21,
T. 3 N., R. 59 W. bears N. 14° 10' W. 4355'.

BIJOU RESERVOIR NO. 4:

Head of Supply Canal is given just above--being at Sta. 951, on water line of this Reservoir.

The initial point of survey of this Res., Sta. 0, is at a point which bears N. $42^{\circ}20'$ E., 3100' to the S.E. cor. of sec. 23, T. 3 N., R. 59 W. The high water line of this Res. as surveyed, intersects the sec. lines of the U.S. Survey as follows:

Sta. 11+155.3 intersects sec. line 2213' E. of S.E. cor. of Sec. 25, T. 3 N., R. 59 W.

Sta. 29+332.8 intersects Town. line 147' E. of cor. to Tps. 2 and 3 N., Ranges 58 and 59 W.

Sta. 31+7.5 intersects Range line 522.5' S. of said township corner.

Sta. 36+787 intersects Range line 1929.5' S. of same township cor.

Sta. 43+475.8 intersects Town. line 1442.4' E. of the same Township cor.

Sta. 97+134.9 intersects sec. line 1756.6' N. from cor. to secs. 35, 36, 1 and 2 on Town. line.

Sta. 140+77.7 intersects sec. line 2415.5' E. of cor. to secs. 26, 27, 34 and 35, T. 3 N., R. 59 W.

Sta. 156+252.5 intersects Sec. line 1848.4' N. of cor. to secs. 26, 27, 34 and 35, T. 3 N., R. 59 W.

Sta. 168+151.4 intersects sec. line 1475' N. of same Sec. cor.

Sta. 170+258 intersects sec. line 1146.2' N. of same sec. cor.

Sta. 173+199.3 intersects sec. line 762' N. of same sec. cor.

Sta. 175+174.2 intersects sec. line 542' N. of same corner.

Sta. 243+137 intersects sec. line 662.3' E. of $1/4$ cor.

to secs. 22 and 27, T. 3 N., R. 59 W.

Sta. 271+7.7 intersects Sec. line 1448.3' W. of cor. to
secs. 22, 25, 26 and 27, T. 3 N., R. 59 W.

Sta. 280+154.2 intersects sec. line 1102.2' S. of same sec.
cor.

Sta. 282+140 intersects sec. line 1437' S. of same sec. cor.

Sta. 283+122.5 intersects sec. line 1623' S. of same sec. cor.

Sta. 305+474.4 intersects sec. line 3193.2' S. of cor. to
secs. 22, 24, 25 and 26, T. 3 N., R. 59 W.

OUTLET CANAL FROM RESERVOIR NO. 4.

The outlet Canal from this Reservoir heads near Sand
Arroyo, and near Sta. 0 on the Reservoir survey line, at a
point whence the N.W. cor. of Sec. 25, T. 3 N., R. 59 W. bears
N. 33° 30' W. 2900'.

I hereby certify to the foregoing field notes,
facts and data, as being taken from our original field notes
of the survey of said Bijou Reservoir and Canal System.

Pat J. Ruston
Civil Engineer.--

The Bijou Reservoir and Canal Co.
to
Whom it may concern

MAP AND STATEMENT

Dated -----
Filed July 19, 1889 at 3:30 P.M.
Special File No. 3

Subscribed and sworn to July 16, 1889 by J. E. Brown, President of The Bijou Reservoir & Canal Company before H. E. Churchill, Notary Public for Weld County, Colorado, Seal.

Name - The Bijou Reservoir and Canal Company's Canal

Supply of water to be taken from South Platte River with feeders to be taken from Kiowa & Bijou Creeks.

Headgate is locted on the South bank of the South Platte River in the SE $\frac{1}{4}$ of Sec.12, Twp. 4 N., Rge. 63 W. at a point bearing from the NW corner of said Sec.12 to said head 33° E. 5800 feet.

Thence in a Southeasterly direction to a point from which the corner of Sec.13 & 24-3-57 and Secs. 18 & 19-3-58 bears S. 87° E. 2400 ft.

Width - 20 to 40 feet; Depth - 6 feet;

Slope - $1\frac{1}{2}$ to 1.

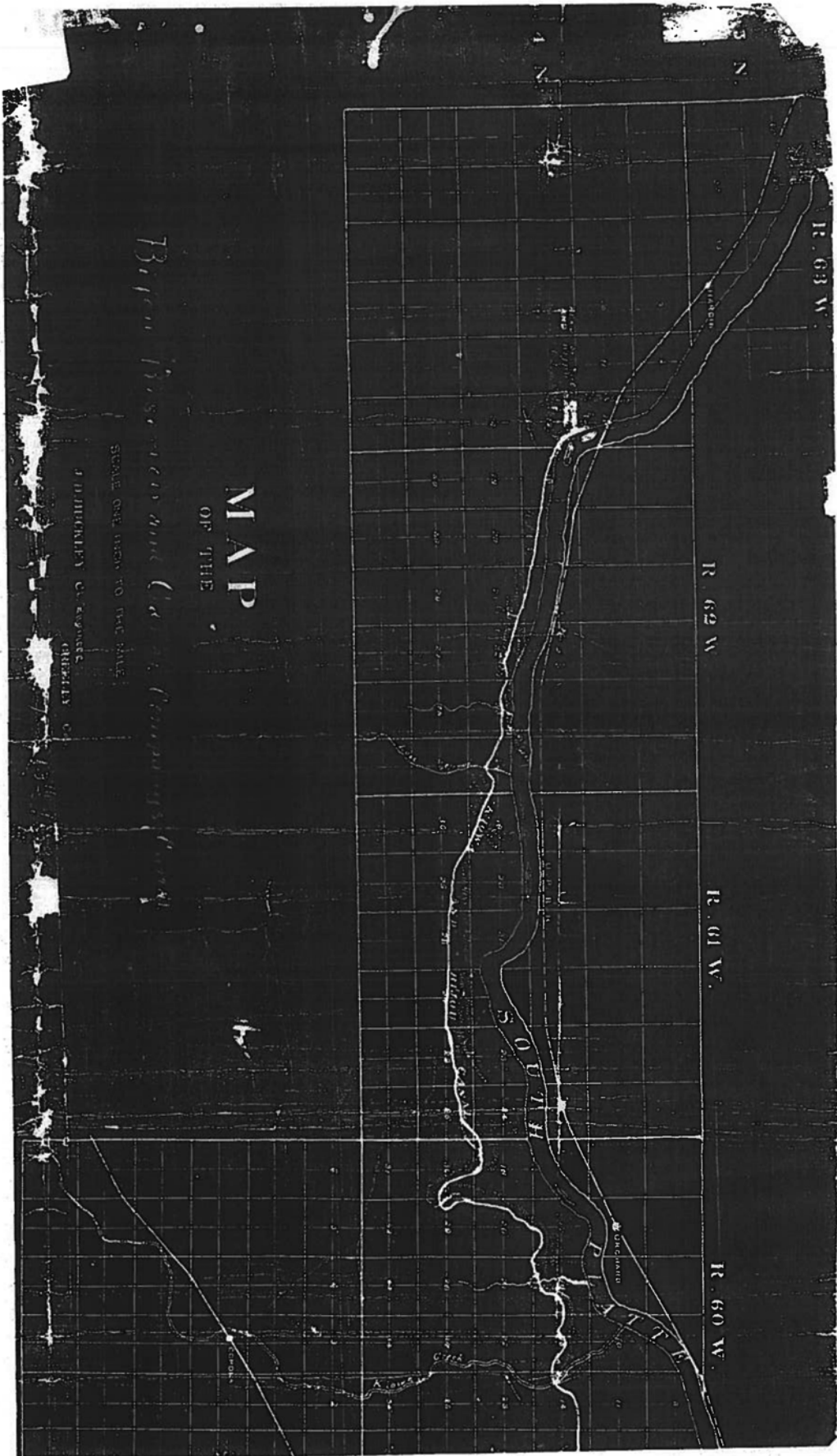
Grade - $1\frac{1}{2}$ to 2.11 feet per mile. Capacity 450 cu. ft. per second

Work was Commencing Oct. 1, 1888.

Signed: The Bijou Reservoir & Canal Company

By J. E. Brown-----

(See Photo copy attached)





Map and Sworn Statement of
Claim to
The Baker Reservoir and
Canal System.

No. 7429.

STATE OF COLORADO,
County of Morgan,) ss.

I hereby certify that the instrument

is recorded in my office at 9:40

a. August 1897

W. J. Anderson

Notary Public

Special
File # 21

24 7

Location Certificate of Canal Headgate Right of Way, Water
Rights and Appropriation.

KNOW ALL MEN BY THESE PRESENTS, MAY CONCERN; That Abner S Baker,
a Citizen of the United States, and resident of Morgan County Colorado
does hereby declare and Publish as a legal Notice to all the World,
that he has a valid right to the occupation, possession and
enjoyment of all and singular, that tract or parcel of land situate
lying and being in the Counties of Morgan and Weld and State of
Colorado, for ditch and Irrigation purposes, as hereinafter described
and in compliance with the laws of the State of Colorado, he does
hereby make for filing in the proper Offices, his Statement of his
said Canal, as follows.

That the name of the owner of said Canal Head gate Dam
Right of Way and water Appropriation, and franchises is, Abner S Baker.

That the name of the party claiming appropriation of water
for the Construction and operation thereof is Abner S Baker.

That the ~~address~~ Post Office address of said owner
Abner S Baker is Fort, Morgan, Morgan County Colorado.

That the name of said Canal, is the Baker Reservoir and
Canal System, and that the same consists of one Principal Canal for
the Irrigation of the lands lying thereunder and adjacent thereto
and hereinafter described and derives its supply of water from the
South Platt River, for such
Reservoir purposes, for Domestic and other beneficial uses.

That the name of the natural stream from which said Canal
derives and is to derive its supply of Water is the South Platt
River in Weld County Colorado, and its tributaries and water sheds,
and the appropriations hereby claimed consists of all water flowing and
to Flow in said stream from whatever source derived or collected
during all times and seasons of the year, except that consumed by

24 2

prior legal appropriations, and that said Canal, ditch, and also headgate are more particular described as follows, to wit:

The headgate of said canal is located and to be constructed on the South bank of the South Platte River, in the Southeast quarter of Section twelve (12) in Township Four (4) North of Range sixty three (63) West, in Weld County, Colorado.

That the general course of said ditch

is: Commencing at the headgate thereof, running thence East through Sections Twelve (12), Thirteen (13), Eighteen (18), Seventeen (17), Sixteen (16), Twenty one (21), Twenty two (22), Twenty three (23) and Twenty four (24) in Township Four (4) North of Range Sixty two West; thence through Sections Nineteen (19), Thirty (30), Twenty nine (29), Twenty eight (28), Twenty seven (27), Twenty six (26), Twenty five (25), Twenty four (24) in Township Four (4) North of Range Sixty one (61) West; thence through Sections Nineteen (19), Thirty (30), Twenty nine (29), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Fourteen (14) and Thirteen (13) in Township Four (4) North of Range Sixty (60) West; thence through Sections Eighteen (18), Seventeen (17), Twenty (20), Twenty one (21), Twenty eight (28) and Thirty three (33) in Township Four (4) North of Range Fifty nine (59) West; thence through Sections Four (4), Three (3), Ten (10), Eleven (11), Fourteen (14), Twenty three (23), Twenty four (24) in Township Three (3) North of Range Fifty nine (59) West; thence through Sections Nineteen (19), Twenty (20), Twenty nine (29), Twenty eight (28), Twenty seven (27), Twenty six (26) and Thirty five (35) in Township Three (3) North of Range Fifty eight (58) West; thence through Sections Two (2), One (1), Twelve (12) and Thirteen (13) of Township Two (2) North of Range Fifty eight (58) West; thence through Sections Eighteen (18) in Township

two (2) North of Range Fifty Seven (57), West to the Little Beaver or Badger Creek in Morgan County Colorado, where said main Canal is to end and waste, as is more fully shown upon the Map and Plat thereof filed herewith and made a part of this instrument, and to which reference is hereto made for a more particular description of said Canal, and for which, line of Canal, a right of way is claimed, and a valid right to the occupation possession and enjoyment of all and singular that tract or parcel of land constituting the same, and being as above described and shown upon said Map hereto attached, and that said Canal is upon surveyed Lands.

The size of said Canal and Ditch is, and is to be, Fifty feet wide, or in width on the bottom for the first two miles thereof from the headgate, and thirty five feet wide or in width on the bottom for the remainder of the length thereof, slope of banks One and one half to One, with an average grade or fall of two feet per each mile of length, with a depth of six feet from the bottom thereof to top of bank, with a carrying Depth of water of four and one half feet,

The carrying capacity of said Ditch or Canal is Five hundred sixty two and one half ~~xxx~~ cubic feet of water per second of time.

The work of construction of said Canal, "Ditch" was begun on the Twenty fifth day of August A.D. 1897.

Abner S Baker Seal.

Claimant.

State of Colorado,)
) SS.
County of Morgan.)

Abner S Baker being first duly sworn upon oath says, that he is the owner named in the above statement and Map attached thereto, that he has read said Statement and examined the descriptions shown in said Map, and that both of all the same are true of his own knowledge.

Abner S Baker

Subscribed and sworn to before me this 25th day of August A.D. 1897.

My Commission expires August 19th 1900. *William A Hill*
Notary Public.

The Kiowa and Bijou Irrigation
and Land Company
to
Whom it may concern

Sworn Statement

Dated Mar 31 1885

Filed Apr 2 1885 8 a m

Book 4 p 207

(39-354 Weld)

Sworn to by Abner S. Baker President of said Co Mar 31 1885 before
James W McCreary N P Weld Co Colo. Seal. *Com. exp. not recited*

Name of canal is Kiowa and Bijou Irrigating Canal; owned by above
named Company.

Location of headgate is on the south bank of the South Platte Riv-
er at a point near the west line of the northwest $\frac{1}{4}$ of southwest $\frac{1}{4}$ of
sec 17-4-62-w

Course and description is as follows:

Commencing at headgate; thence in southeasterly direction thru
secs 17, 16, 21, 22, 23, and 24-4-62-w; thence in a southeasterly
direction thru secs 19, 20, 21, 28, 27, 26, and 25-4-61-w; thence in a
southeasterly direction, thru secs 30, 29, 28, 21, 16, 15, 14 and
13-4-60-w; thence in a southeasterly direction thru sections (18) 17,
20, 21, 28, 33 and 32-4-59-w; thence in a southeasterly direction
thru secs 5, 4, 9, 10, 15, 14, 23 and 24-3-59-w; thence in a south-
easterly direction thru secs 19, 20, 29, 28, 27, 26, and 35-3-58-w;
thence in a southeasterly direction thru secs 2, 1 and 12-2-58-w;
thence in a southeasterly direction thru secs 7 and 6-2-57-w to
Little Beaver Creek.

Length of ditch about 40 miles; width 40 feet on bottom at the
head with an inside slope of banks of 1 to 1, depth 4 feet, grade $\frac{1}{2}$
foot per mile capacity 650 feet.

*Signed: Abner S. Baker, Pres.
James W. McCreary, Sec.*

Compared.

ROAD-VIEWER'S REPORT.

To the Honorable Board of County Commissioners of 716. 1 year. County, Colorado.

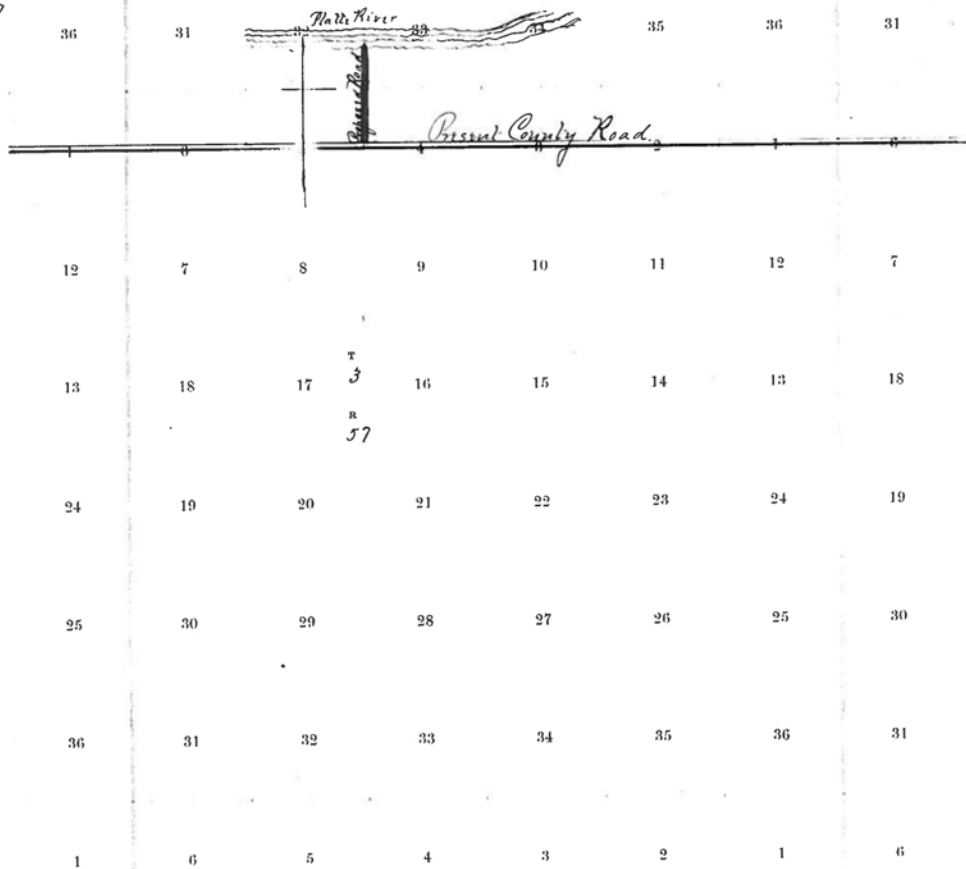
GENTLEMEN:—Your viewers appointed on the 15th day of June 1901, to view a county road prayed for in a certain petition presented to your Honorable body on the above named day and date a copy of which has been received by us, viz: Commencing at the proposed County Road on half Section 33 in Section 33 in Township 4 N. R. 6 E. T. 10 N. South Bank of South Platte River being about one mile in length.

Respectfully submit the following report, to-wit: After receiving our authority to act, we met at the starting point of said proposed road, on the 20th day of June 1901, at the hour of 10 o'clock A.M., being the time and place specified in our appointment, and proceeded to view the road prayed for in said petition, as follows: We commenced at the starting point named in said petition, and run North to said Termination as described above.

The last named point being the terminus thereof, and the road as above laid out and viewed being over the most practicable route which we in our judgment can find. We found it necessary to make the following changes in the proposed route as prayed for, viz: We found it best to cut the width of said Road for the first 80 Rods from starting point to 40 feet.

We have caused to be surveyed and platted, and have herein embodied a plat of said road as viewed by us, and which forms a part of this report as shown by the following map:

S 4
R 57



We have taken into account all the damages and benefits to land owners arising from the laying out of said road, and report, in tabular form, as follows:

NAME OF LAND OWNER.	DESCRIPTION OF LAND.		Sec.	Tp.	Rng.	No. a's taken.	Damages or value of Land taken.	Damages to residue of Land and other property.	Value of the Benefits.	Amount of Damages in excess of Benefits.
	Part or Width of Strip taken.	Subdivision.								
W. H. Kinnedy	30 ft	S 1/2 71 1/2 71 1/2 71 1/2	33	4	58	1/2				1.00
Harry Cunningham & Co	30 ft	S 1/2 58 4	35	4	58	1/2				1.00
John H. McGowan	30 "	S 1/2 58 4	35	4	58	1/2				1.00
A. H. H. Chapman	30 "	3 1/2 5 1/2 5 1/2 5 1/2 5 1/2	35	4	58	1/2				1.00
W. H. H. Chapman	30 "	3 1/2 5 1/2 5 1/2 5 1/2 5 1/2	35	4	58	1/2				1.00
W. A. Hill	30 "	3 1/2 5 1/2 5 1/2 5 1/2 5 1/2	35	4	58	1/2				1.00
Charles J. Gallagher	30 "	E 1/2 58 4	35	4	58	1/2				1.00
Samuel W. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
A. Rudolph	30 "	E 1/2 58 4	35	4	58	1/2				1.00
Samson G. Johnson	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
J. B. Chapman	30 "	E 1/2 58 4	35	4	58	1/2				1.00
Samuel W. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00
W. H. S. Hill	30 "	E 1/2 58 4	35	4	58	1/2				1.00

We have taken the following Government Lands, viz:

See map hereto attached

We have taken the following Railroad Grant Lands, viz:

To have marked out the line of said road as located by us by turning a furrow on each side of said proposed road to estimate the probable cost of opening said road to travel to be \$ 500

Which viewing we have completed this 21st day of December 1801
 A. D. Cline }
 W. B. Chapman } Viewers.
 J. B. Scott }

Filed in the office of the County Clerk December 21st 1801
 J. B. Chamersmith County Clerk.
 Deputy.

Presented to the Board of County Commissioners, Jan 7 1802, when the following action was taken and entered of record, to-wit: That the Board having carefully considered the report of the surveyors and the petition of the land owners, and being satisfied that the road proposed to be laid out is a public highway, they do hereby direct the surveyors to lay out the same as a public highway, and to record the report of the surveyors and the petition of the land owners, and to cause the same to be laid out within sixty days of the date of this order. Charles & Corbally

Filed for record the 10th day of January A. D. 1802, at 1:30 o'clock P. M.
 J. B. Chamersmith Recorder.
 Deputy.

No 13629

Recorded at 2:35 o'clock P.M.
Reception No. 527528

AUG 10 1965

A. K. Carruth Recorder.

BOOK 691 PAGE 245

B. H. McCONNELL and R. K. McCONNELL

whose address is Fort Morgan

County of Morgan, and State of

Colorado, for the consideration of

Ten and no/100 Dollars, in hand paid,

hereby sell(s) and quit claim(s) to ROBERT L. KULA

whose address is Fort Morgan

County of Morgan, and State of Colorado, the following real

property, in the County of Morgan, and State of Colorado, to-wit:

An undivided one-half (1/2) interest in and to all oil, gas and other minerals and mineral rights in and under the following described real estate situate, to-wit:

Beginning at a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Three (3) North, Range Fifty-nine (59) West of the 6th P.M., from which the Northwest corner of the said Northeast Quarter (NE $\frac{1}{4}$) of Section 10 bears north 0°47 minutes East, a distance of 399 feet; thence along the West line of the NE $\frac{1}{4}$ of Section 10, South 0°47 minutes West a distance of 201.4 feet; thence along the North right of way line of the Chicago, Burlington and Quincy Railroad South 82°26 minutes East a distance of 2643.5 feet; thence along the East line of Section 10, North 0°37 minutes East a distance of 80.6 feet; thence along the existing North right of way of State Highway No. 2, North 82°26 minutes West a distance of 332.4 feet; thence along the property line North 0°37 minutes East a distance of 120.9 feet; thence North 82°26 minutes West a distance of 2310.5 feet more or less to the point of beginning.

with all its appurtenances

Signed this 21st day of July, 19 65.

B. H. McConnell
B. H. McConnell

R. K. McConnell
R. K. McConnell

STATE OF COLORADO

County of Morgan

The foregoing instrument was acknowledged before me this 21st day of July, 19 65, by B. H. McConnell and R. K. McConnell

My commission expires 6/12/67
Witness my hand and official seal

P. G. Gabelman
Notary Public

Statutory Acknowledgment.—If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

No. 16599

500 A—WARRANTY DEED—Statutory Form—Out West Printing and Stationery Co., Colorado Springs, Colo. Q1531

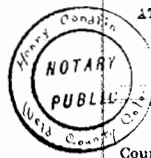
Know all Men by these Presents, That The McCreery-Campfield Realty Company
 a corporation
 of the County of Weld and State of Colorado for the consideration of Five Dollars and
other valuable consideration DOLLARS,
 in hand paid, hereby sell and convey to County of Morgan
 of the County of _____ and the State of _____, the following real property situate in the County
 of Morgan, and State of Colorado, to-wit:

A strip of land 80 feet in width extending through the $\frac{1}{2}$ of Section 10, Township 3 North, Range
 59 West of the 6th Principal Meridian, particularly described as follows, to-wit:
 A strip of land 80 feet in width being 40 feet on each side of the center line commencing at a point
 on the west line of Section 10, Township 3 North, Range 59 West of the 6th Principal Meridian, 140 feet north of
 the center line of the right of way of the Chicago, Burlington and Quincy Railroad Company, as the same is now
 constructed and maintained, thence paralleling the right of way of said Railroad Company easterly 2264 feet to
 a point thence North 89° 11' east, 310 feet, thence easterly paralleling the said right of way of the Chicago,
 Burlington and Quincy Railroad Company 2650 feet to the east line of said Section 10, Township 3 North, Range
 59 West of the 6th Principal Meridian, containing in all 9.62 acres, more or less, excepting right of way over
 and across Lots 6,7,8,9,10,11, Block 9, Vallery.
 This conveyance is made for the purpose of providing a right of way for public highway as above de-
 scribed, and in the event that said highway is abandoned, title to the said premises above described shall there-
 upon revert to the grantor, its successors and assigns.

with all its appurtenances and warrant the title to the same

In Witness Whereof, The said party of the first part hath caused its corporate name to be hereunto
 subscribed by its Vice President, and its corporate seal to be hereunto affixed by its secretary.

Signed and delivered this 21st day of August, A. D. 1926.



ATTEST: In the Presence of
 Donald C. McCreery
 Secretary



THE MCCREERY-CAMPFIELD REALTY COMPANY
 By Hubert D. Waldo, Jr.
 Vice President

STATE OF COLORADO,
 County of Weld } ss. I, Henry Candlin, a Notary Public in and for said County, in the State afore-
 said, do hereby certify that Hubert D. Waldo, Jr. and Donald C. McCreery who
 are personally known to me to be the same persons whose names are subscribed
 to the foregoing Deed as having executed the same respectively, as Vice President and Secretary of The McCreery-
 Campfield Realty Company, a corporation, and who are known to me to be such officers respectively, appeared before
 me this day in person, and severally acknowledge: That the seal affixed to the foregoing instrument is the corporate
 seal of said corporation; that the same was therunto affixed by the authority of said corporation; that said instru-
 ment was by like authority subscribed with its corporate name; that the said Hubert D. Waldo, Jr. is the Vice-
 President of said corporation, and the said Donald C. McCreery is the Secretary thereof; that by the authority of
 said corporation they respectively subscribed their names thereto as Vice President and Secretary, and that they
 signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the
 free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of August, 1926.
 My commission expires January 20, 1930
 Henry Candlin
 Notary Public

Filed for record the 27 day of June, A. D. 1927, at 9:45 o'clock A.M.

By H. D. Armes RECORDER.
 By H. D. Armes DEPUTY.

COMPARED BY Blaine

KNOW ALL MEN BY THESE PRESENTS: That (we)

B. H. McCONNELL AND R. K. McCONNELL

grantors, of the County of Morgan and State of Colorado for the consideration of Ten Dollars, in hand paid, hereby grant, bargain, sell and convey to THE STATE HIGHWAY COMMISSION OF COLORADO, a public corporation, for the use and benefit of the DEPARTMENT OF HIGHWAYS of the State of Colorado, grantee, and its successors and assigns, for present and future highway purposes, the following real property situate in the County of Morgan and State of Colorado, to-wit:

A tract or parcel of land, No. 9 of Grantee's Project No. FI 003-1(4) containing 15.154 acres, more or less, in the $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Sec. 10, T. 3 N., R. 59 W., of the Sixth P.M., in Morgan County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the W. line of Sec. 10, T. 3 N., R. 59 W., from which the NW corner of Sec. 10 bears N. $0^{\circ} 22' E.$, a distance of 72.5 feet;

1. Thence, S. $0^{\circ} 22' W.$, along the W. line of Sec. 10, a distance of 252.0 feet to the northerly C.B.&Q.R.R. right of way line;
2. Thence, S. $82^{\circ} 27' E.$, along the northerly C.B.&Q.R.R. right of way, a distance of 2,639.6 feet to the E. line of the $NW\frac{1}{4}$ of Sec. 10;
3. Thence, N. $0^{\circ} 46' E.$, along the E. line of the $NW\frac{1}{4}$ of Sec. 10, a distance of 251.8 feet;
4. Thence, N. $82^{\circ} 27' W.$, a distance of 2,641.4 feet, more or less, to the point of beginning;

The above described tract contains 15.154 acres, more or less, of which 4.657 acres are in the right of way of the present road.

ALSO

A tract or parcel of land No. 11 of Grantee's project No. FI 003-1(4), containing 10.725 acres, more or less, in the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Sec. 10, T. 3 N., R. 59 W., of the Sixth P.M., in Morgan County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the W. line of the $NE\frac{1}{4}$ of Sec. 10, T. 3 N., R. 59 W., from which the NW corner of the $NE\frac{1}{4}$ of Sec. 10 bears N. $0^{\circ} 47' E.$ a distance of 399.0 feet:

1. Thence, along the W. line of the $NE\frac{1}{4}$ of Sec. 10, S. $0^{\circ} 47' W.$, a distance of 201.4 feet;
2. Thence, along the north C.B.&Q. Railroad right of way, S. $82^{\circ} 26' E.$, a distance of 2,643.5 feet;
3. Thence, along the E. line of Sec. 10, N. $0^{\circ} 37' E.$, a distance of 80.6 feet;
4. Thence, along the existing north right of way of S.H. No. 2, N. $82^{\circ} 26' W.$, a distance of 332.4 feet;
5. Thence, along the property line, N. $0^{\circ} 37' E.$, a distance of 120.9 feet;
6. Thence, N. $82^{\circ} 26' W.$, a distance of 2,310.5 feet, more or less, to the point of beginning.

Excepting from the above described parcel Lots 6, 7, 8, 9, 10 and 11, Block 9 of Town of Vallery as per revised plat.

The above described tract contains 10.725 acres, more or less, of which 4.693 acres are in the right of way of the present road.

Reserving unto the Grantors all minerals, oil and gas lying in or under the above described parcels of land.

BOOK 549 PAGE 86

and all of the above-described land being subject also to the right of way for public highway heretofore conveyed to the County of Morgan by right of way deed dated August 21, 1926, and recorded January 7, 1927, in book 244 at page 43 of the records of the County Clerk and Recorder of Morgan County, Colorado,

together with all the appurtenances thereunto belonging, including but not in any way limiting in such conveyance, all gravel, earth, rock, timber and all other materials and growths now or hereafter to be found on said property, and the right to remove the same from said premises, and the right to make cuts and fills thereon.

And the grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the grantee, and its successors and assigns, the above bargained premises in the quiet and peaceable possession of the grantee and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the grantors to warrant and forever defend.

Signed, sealed, and delivered this 8th day of April A.D. 19 55.

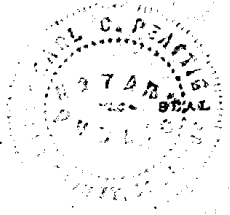
B. H. McConnell
B. H. McCONNELL
R. K. McConnell
R. K. McCONNELL

STATE OF COLORADO

County of Morgan

The foregoing instrument was acknowledged before me this 8th day of April 19 55 by B. H. McCONNELL AND R. K. McCONNELL
Witness my hand and official seal.
My commission expires February 8, 1959

Earl C. Ferthig
Notary Public



Recorded at.....o'clock.....M.....

Reception No.....Recorder.

BOOK 549 PAGE 87

KNOW ALL MEN BY THESE PRESENTS: That I (we)

B. H. McCONNELL AND R. K. McCONNELL

grantors, of the County of Morgan and State of Colorado for the consideration of Ten Dollars, in hand paid, hereby grant, bargain, sell and convey to THE STATE HIGHWAY COMMISSION OF COLORADO, a public corporation, for the use and benefit of the DEPARTMENT OF HIGHWAYS of the State of Colorado, grantee, and its successors and assigns, for present and future highway purposes, the following perpetual right and interest in real property situate in the County of Morgan and State of Colorado, to-wit:

Excepting only the TWO point of access hereinafter specifically set forth and reserved to the grantor,

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTORS to and from any part of the right-of-way for said State Highway No. 2, a Freeway established according to the laws of the State of Colorado, and from and to any part of the property of the grantors abutting upon said highway along or across the access line described as follows:

FI 003-1(4) PARCEL NO. 9 NORTHERLY LINE

Beginning at a point on the W. line of Sec. 10, T. 3 N., R. 59 W., from which the NW corner of Sec. 10 bears N. 0° 22' E., a distance of 72.5 feet;

1. Thence S. 82° 27' E., a distance of 768.3 feet, which is the mid point of an 18 foot farm opening, reserved for the grantors;
2. Thence S. 82° 27' E., a distance of 90.0 feet, which is the mid point of an 18 foot farm opening, reserved for the grantors;
3. Thence S. 82° 27' E., a distance of 1,783.1 feet;

FI 003-1(4) PARCEL NO. 11 NORTHERLY LINE

Beginning at a point on the W. line of the NE¼ of Sec. 10, T. 3 N., R. 59 W., from which the NW corner of the NE¼ of Sec. 10 bears N. 0° 47' E., a distance of 399.0 feet;

1. Thence S. 82° 26' E., a distance of 1,545.4 feet;

together with all the appurtenances thereunto belonging.

EXCEPTING, as above, from this grant, the right of the grantors to have said TWO points of access, to be limited, however, in use by the grantors to non-commercial purposes, the location for such point of access to and from the said right of way, and from and to said property of the grantors along and across the access line as hereinabove set forth, and as hereinafter listed with reference to the stationing of the grantee's Project No. FI 003-1(4)

- One-18 foot opening left of centerline Sta. 2323+00.
- One-18 foot opening left of centerline Sta. 2323+90.

EXCEPT, however, from this grant, the right of the grantors to have access across said line at those points where passageways under the roadway and public opening in said access line may be provided for that purpose by the grantee.

This deed and the rights and interests herein conveyed shall be and constitute a perpetual burden upon the real property of grantors adjoining the hereinabove access line across which access will be denied as hereinabove set forth, and shall be binding upon grantors, their heirs and assigns, including all heirs and assigns of grantors with respect to said adjoining real property.

And the grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the grantee, and its successors and assigns, the above bargained access rights and interests in the quiet and peaceable possession of the grantee and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the grantors, to warrant and forever defend.

Signed, sealed and delivered this

8th

day of

April

A.D., 19

55

B.H. McConnell
B. H. McCONNELL
R.K. McConnell
R. K. McCONNELL

STATE OF COLORADO

County of Morgan } ss.

The foregoing instrument was acknowledged before me this 8th day of April, 1955, by B. H. McCONNELL AND R. K. McCONNELL

Witness my hand and official seal.

My commission expires My Commission expires February 6, 1959

Earl C. Peattie

Notary Public



209802

INDEX

Project FI 003-1(4)
Location Higgins Junction-Ft. Morgan
Parcel No. 11 & 9

ACCESS DEED

From

B. H. McCONNELL AND

R. K. McCONNELL

To

The State Highway Commission of Colorado, a public corporation, for the use and benefit of The Department of Highways of the State of Colorado.

STATE OF COLORADO,
County of Morgan } ss.

I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the day of April 13, 1955, at the hour of 8:20 A. M. and was there after by me duly recorded in Book 549 Page 88 of the records of my office.

A. K. Cairuth

County Clerk and Recorder

Deputy County Clerk and Recorder

After recording please mail to
The Department of Highways
of the State of Colorado
State Office Building
Denver 2, Colorado

Attention: Right of Way Section



763640 08/11/1997 02:48P B1015 P119 F. JOHNSON
1 of 1 R 6.00 D 2.06 Morgan County, CO

WARRANTY DEED

LEONARD SAGEL and CAROLE ANN SAGEL

Grantor(s)

whose address is 9803 N. FRONTAGE RD, FT. MORGAN, COLORADO 80701

County of MORGAN, State of Colorado

for the consideration of Twenty Thousand Six Hundred Forty and no/100

dollars, in hand paid, hereby sell(s) and convey(s) to BEAR PAW ENERGY, INC.

whose legal address is 370 17TH STREET #2750, DENVER, COLORADO 80202

County of _____, and State of Colorado

the following real property in the County of Morgan, and State of

Colorado, to wit:

That part of the SW1/4 of Section 3 and the NW1/4 of Section 10, Township 3 North, Range 59 West of the 6th P.M., County of Morgan, State of Colorado, being more particular described as follows: Beginning at the W1/4 corner of said section 3; thence S00°14'00"E on an assumed bearing along the west line of said SW1/4 of Section 3 a distance of 1698.40 feet to the true point of beginning; thence N89°46'00"E a distance of 450.00 feet; thence S00°14'00"E parallel with said west line of the SW1/4 of Section 3 a distance of 1030.50 feet to a point on the northerly line of that parcel conveyed to the Department of Highways in Book 771 at page 39; thence N82°20'00"W along said Northerly line a distance of 454.78 feet to the West line of said NW1/4 of Section 10; thence N00°46'30"E along said west line of the NW1/4 of Section 10 a distance of 26.10 feet to the SW corner of said Section 3; thence N00°14'00"W along said west line of the SW1/4 of Section 3 a distance of 941.90 feet to the true point of beginning.

EXCEPTING and reserving unto the grantors their heirs and assigns all interest in all oil, gas and other mineral rights presently owned.

also known by street and number as 8993 N. Frontage Rd., Ft. Morgan, CO 80701

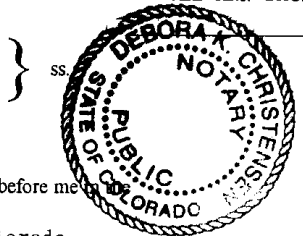
with all its appurtenances, and warrant(s) to title to the same, subject to 1997 Taxes due in 1998; Easements and rights of way of record or in use on the subject property; Patent reservations of record; Reservoirs and canals of record; Mineral reservations of record; Oil & Gas Leases of record; Utility excavation notices

Signed this 11th day of August, 1997

Leonard Sagel
LEONARD SAGEL
Carole Ann Sagel
CAROLE ANN SAGEL

STATE OF COLORADO,

County of MORGAN



The foregoing instrument was acknowledged before me _____ County

of MORGAN, State of Colorado, this 11th day

of August, 1997, by LEONARD SAGEL and CAROLE ANN SAGEL

My commission expires 5/16/98

[Signature]
Notary Public

115 W. Kiowa Ave., Ft. Morgan, CO 80701
Address

WARRANTY DEED

LEONARD SAGEL and CAROLE ANN SAGEL

Grantor(s)

whose address is 9803 N. Frontage Rd Ft. Morgan, CO 80701

County of Morgan, State of Colorado

for the consideration of Twenty Seven Thousand Nine Hundred Sixty and no/100

dollars, in hand paid, hereby sell(s) and convey(s) to CHARLES S. GLAZIER

whose legal address is 301 High St.
Wiggins, CO 80654
County of

, and State of Colorado

the following real property in the County of Morgan, and State of

Colorado, to wit:

That part of the SW1/4 of Section 3 and the NW1/4 of Section 10, Township 3 North, Range 59 West of the 6th P.M., Morgan County, State of Colorado, being more particularly described as follows: Beginning at the W1/4 corner of said Section 3; thence S00°14'00"E on an assumed bearing along the west line of said SW1/4 of Section 3, a distance of 317.47 feet to the true point of beginning; thence continuing S00°14'00"E along said west line of the SW1/4 of Section 3 a distance of 1380.93 feet; thence N89°46'00"E a distance of 450.00 feet; thence S00°14'00"E parallel with said west line of the SW1/4 of Section 3, a distance of 1030.50 feet to a point on the northerly line of that parcel conveyed to the Department of Highways in Book 771 at page 39; thence S82°20'00"E along said northerly line a distance of 309.53 feet; thence northerly along the following 7 courses, being approximately 50 feet westerly of the centerline of the Bijou Canal: 1) N14°12'40"W a distance of 2219.87 feet; 2) N16°24'57"W a distance of 133.01 feet; 3) N27°26'52"W a distance of 64.91 feet; 4) N40°08'41"W a distance of 61.37 feet; 5) N54°48'43"W a distance of 71.38 feet; 6) N65°02'26"W a distance of 58.84 feet; 7) N73°07'42"W a distance of 2.98 feet to the point of beginning.

EXCEPTING and reserving unto the grantors their heirs and assigns all interest also known by street and number as 9099 N. Frontage Rd. in all oil, gas & minerals Ft. Morgan, CO 80701 presently owned

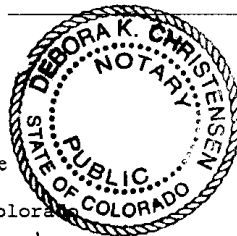
with all its appurtenances, and warrant(s) to title to the same, subject to 1997 TAXES DUE IN 1998; PATENT RESERVATIONS; DITCHES OF RECORD; RIGHTS OF WAY OF RECORD OR IN USE ON SUBJECT PROPERTY; MINERAL RESERVATIONS OF RECORD; OIL AND GAS LEASES OF RECORD; EXCAVATION NOTICES;

Signed this 11th day of August, 1997

Leonard Sagel
LEONARD SAGEL
Carole Ann Sagel
CAROLE ANN SAGEL

STATE OF COLORADO,
County of MORGAN

} ss.



The foregoing instrument was acknowledged before me in the County of MORGAN, State of Colorado, this 11th day of August, 1997, by LEONARD SAGEL and CAROLE ANN SAGEL

My commission expires 5/16/98

Notary Public

115 W. Kiowa Ave., Ft. Morgan, CO 80701
Address



PRODUCERS 88-PAID UP

Rev. 5-60, No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 14th day of January, 2016, by and between, **The Lavern Wilson McConnell Estate, FBO Carl Marc McConnell**, hereinafter called "Lessor" (whether one or more), whose address is **P.O. Box 28897, Spokane, WA, 99208**, and **Bijou Creek Holdings, LLC**, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

- Section 3: Lots 2 and 3 of West Vallery Subdivision being in the SW4 of Section 3, and the NW4 of Section 10.
- Section 3: West Vallery Subdivision, Lot 1, in Section 10. And a parcel in the SW4 of Section 3. And a .50 acre parcel in the NW4 of Section 3.
- Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.
- Section 3: Lots 1-3 of West Vallery Subdivision.
- Section 3: Lot 1 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: Lot 2 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: S2SE4 less a 5.00 acre tract.
- Section 10: All that part of the NE4 lying North of the Railroad right-of-way.
- Section 10: NW4 lying North of the Railroad right-of-way. AND lying North of that certain right-of-way described in Deed Book 549, Page 85.
- Section 10: Metes and bounds description of Highway.
- Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.
- Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 449.80 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and he relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal One-Eighth (1/8th) part of all oil produced and saved by Lessee from the leased premises.
 - 2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.
 - 3rd. To pay Lessor for gas produced and saved by Lessee from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of One-Eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

LESSOR(S):

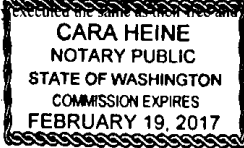
The Lavern Wilson McConnell Estate

Carl Marc McConnell
Carl Marc McConnell

ACKNOWLEDGEMENT

STATE OF Washington)
COUNTY OF Spokane) SS Individual

On this 25 day of January, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Carl Marc McConnell, to me known to be the identical person(s) 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 uses and purposes therein set forth, and in the capacity herein stated.



Cara Heine
Notary Public
02/19/2017
My Commission Expires



PRODUCERS 88-PAID UP

Rev. 5-60. No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 1st day of June, 2016, by and between, Ardith Jane Johnson, Attorney-In-Fact for Norma G. McConnell, a widow, hereinafter called "Lessor" (whether one or more), whose address is 2624 Willow Fern Way, Fort Collins, CO 80526, and Bijou Creek Holdings, LLC, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

- Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.
- Section 3: Lots 1-3 of West Vallery Subdivision.
- Section 3: Lot 1 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: Lot 2 of Sagel Minor Subdivision, Final Plat, being part of the SW4.
- Section 3: S2SE4 less a 5.00 acre tract.
- Section 10: All that part of the NF4 lying North of the Railroad right-of-way.
- Section 10: A 10.725 acre metes and bounds parcel more particularly described in Deed at Reception #409801.
- Section 10: NW4 lying North of the Railroad right-of-way, AND lying North of that certain right-of-way described in Deed Book 549, Page 85.
- Section 10: A 15.154 acre metes and bounds parcel more particularly described in Deed at Reception #409801.
- Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.
- Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 436.23 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal One-Eighth (1/8th) part of all oil produced and saved by Lessee from the leased premises.
 - 2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.
 - 3rd. To pay Lessor for gas produced and saved by Lessee from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of One-Eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents

and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

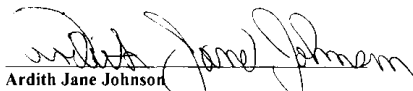
15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

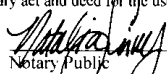
LESSOR(S):

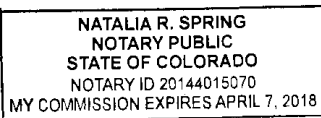

Ardith Jane Johnson
Attorney-In-Fact for Norma G. McConnell, a widow

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS Individual
COUNTY OF Larimer)

On this the 10 day of June, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Ardith Jane Johnson, to me known to be the identical person(s) 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, and in the capacity herein stated.


Notary Public
My Commission Expires: April 7, 2018

[SEAL] 



PRODUCERS 88-PAID UP

Rev. 5-60, No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 6th day of May, 2016, by and between, Ardith Jane Johnson, heir of Robert K. McConnell and Gladys T. McConnell, a widow dealing in her sole and separate property, hereinafter called "Lessor" (whether one or more), whose address is 2624 Willow Fern Way, Fort Collins, CO 80526, and Bijou Creek Holdings, LLC, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.

Section 3: Lots 1-3 of West Vallery Subdivision.

Section 3: Lot 1 of Sagel Minor Subdivision. Final Plat, being part of the SW4.

Section 3: Lot 2 of Sagel Minor Subdivision. Final Plat, being part of the SW4.

Section 3: S2SE4 less a 5.00 acre tract.

Section 10: All that part of the NE4 lying North of the Railroad right-of-way.

Section 10: A 10.725 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: NW4 lying North of the Railroad right-of-way, AND lying North of that certain right-of-way described in Deed Book 549, Page 85.

Section 10: A 15.154 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.

Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 436.23 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

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

2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.

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

4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.

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

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

11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise)

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

LESSOR(S):

Ardith Jane Johnson
Ardith Jane Johnson

ACKNOWLEDGEMENT

STATE OF Colorado)
) SS Individual
COUNTY OF Larimer)

On this the 23 day of May, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Ardith Jane Johnson, to me known to be the identical person(s) 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, and in the capacity herein stated.

Natalia R. Spring
Notary Public
My Commission Expires: April 7, 2018

[SEAL]

NATALIA R. SPRING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144015070
MY COMMISSION EXPIRES APRIL 7, 2018



PRODUCERS 88-PAID UP

Rev. 5-60, No 2

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 6th day of May, 2016, by and between, **James R. McConnell, heir of Robert K. McConnell and Gladys T. McConnell, a married man dealing in his sole and separate property**, hereinafter called "Lessor" (whether one or more), whose address is **640 Round Hill Drive, Grand Junction, CO 81506**, and **Bijou Creek Holdings, LLC**, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Morgan County, State of Colorado, described as follows, to-wit:

Township 3 North, Range 59 West of the 6th P.M.

Section 3: SW4 except that part deeded at Book 1015, Page 119; except that part deeded at Book 1015, Page 120; except that part platted as Sagel Minor Subdivision in Plat Book 9, Page 4.

Section 3: Lots 1-3 of West Vallery Subdivision.

Section 3: Lot 1 of Sagel Minor Subdivision. Final Plat. being part of the SW4.

Section 3: Lot 2 of Sagel Minor Subdivision. Final Plat. being part of the SW4.

Section 3: S2SE4 less a 5.00 acre tract.

Section 10: All that part of the NE4 lying North of the Railroad right-of-way.

Section 10: A 10.725 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: NW4 lying North of the Railroad right-of-way, AND lying North of that certain right-of-way described in Deed Book 549, Page 85.

Section 10: A 15.154 acre metes and bounds parcel more particularly described in Deed at Reception #409801.

Section 10: All that part of the NW4, lying South of the Railroad, EXCEPT that part of the NW4 lying South of the Railroad and North and East of the Bijou Ditch as conveyed in Deed Book 878, Page 604.

Section 10: NW4 lying South of the Railroad and North and East of the Bijou Ditch.

Containing 436.23 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

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

2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.

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

4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.

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

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

11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise)

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

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations 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 there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

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

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

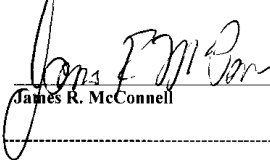
15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount equal to the original Bonus Consideration paid per acre multiplied by the number of net mineral acres owned by Lessor or to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

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

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

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

LESSOR(S):

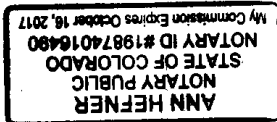

James R. McConnell

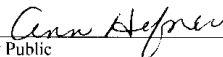
ACKNOWLEDGEMENT

STATE OF Colorado)
) SS Individual
COUNTY OF Mesa)

On this the 16 day of May, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared James R. McConnell, to me known to be the identical person(s) 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, and in the capacity herein stated.

[SEAL]




Notary Public
My Commission Expires: 10-18-2017

ORDER OF BOARD OF COUNTY COMMISSIONERS.

Order Declaring all Section and Township lines on the Public Domain of the United States in Morgan County, to be Public Highways, etc., passed by the Board of County Commissioners April 12, 1907.

"WHEREAS, Section 2477 of the Revised Statutes of the United States provides: 'The right of way for the construction of highways over public lands not reserved for public use is hereby granted', and,

"WHEREAS, By virtue of an act of the General Assembly of the State of Colorado, entitled: 'An act to Amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled, 'Roads and Highways,' approved April 7, 1885, it is provided, 'The Commissioners of the County may at any regular meeting by an order of the Board declare any section or township line on the public domain a public highway, and on and after the date of such order, it shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds. The road so laid out shall be a public highway. And,

"WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain, within the limits of the County of Morgan.

"IT IS HEREBY ORDERED, By the Board of County Commissioners of the County of Morgan, that all section and township lines on the public domain of the United States, within the County of Morgan and State of Colorado, to-wit: In townships 1-2-3-4-5 and 6 north in ranges 55;56,57,58,59, and 60 west of the sixth principal meridian; be, and the same hereby are declared to be the center of public highways or County roads, which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and townships lines. And,

"BE IT FURTHER ORDERED, That a duly certified transcript of the order and action of this Board concerning said public highways, duly attested by the Clerk of this Board under the seal of the County of Morgan, shall be forthwith prepared and recorded in the office of the County Clerk and Recorder of Deeds of Morgan County, Colorado. And,

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

STATE OF COLORADO)
COUNTY OF MORGAN) SS: .

I, J.F. Arbuckle, County Clerk and Recorder and Ex.Officio Clerk of the Board of County Commissioners of the County of Morgan in the State of Colorado, do hereby certify that the above and foregoing is a true and correct copy of the order duly passed by the Board of County Commissioners of said County at a regular meeting thereof held on the 12th day of April A.D. 1907.

Witness my hand and the seal of said County this 6th day of May A.D. 1907.



J. F. Arbuckle
County Clerk and Recorder and Ex.officio
Clerk of the Board of County Commissioners.

No. 25157 This instrument was filed for record at 4.10 o'clock P.M. May 6th, 1907.
J. F. Arbuckle.....Recorder.



Mountain Bell

Denver, Colorado
September 24, 1981

Mr. Clifford Garver
Morgan County Clerk/Recorder
P. O. Box 899
Fort Morgan, Colorado 80701

RECEPTION NO. 655765 RECORDED OCT 02 1981
8:30 O'CLOCK 14 M. FAY A. VONDY, RECORDER

Dear Mr. Garver:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures
for the Protection of Underground Facilities from Damage Caused
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General
Assembly of Colorado, we are providing you with the following
information:

1. Name of Operator of Underground Facilities:

Mountain Bell

2. Area Served by Mountain Bell:

See attached map

3. Telephone Number of Location Center:

226-6310

4. Job Title of Location Center Supervisor:

Assistant Manager

5. Address of Location Center:

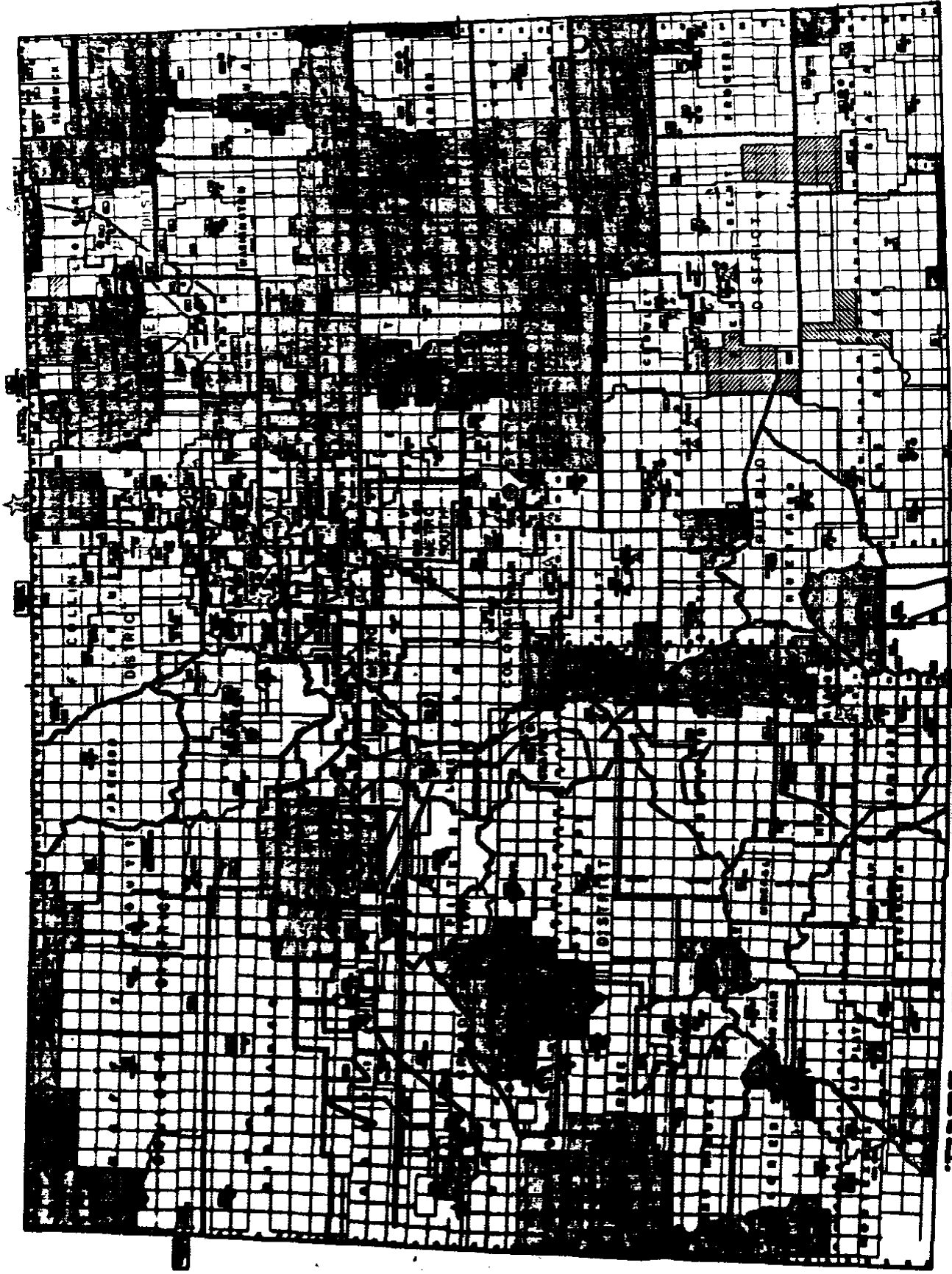
4620 S. College Avenue
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,
please contact Mike Ragan on 624-6409.

Yours truly,

K. C. Lange
District Staff Manager-Distribution Services

Attachment



New Mountain Bell Territory

AR1973076

B 1035 REC 01973076 07/06/84 12:37 \$36.00 1/012
F 2331 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

BOOK 858 PAGE 228

RECEPTION NO. 213714 RECORDED JUL 26 1984
8:36 O'CLOCK Am FAY A. VONDY, RECORDER

AMENDMENT

to

GAS PURCHASE AGREEMENT

between

COLORADO INTERSTATE GAS COMPANY, as Buyer

and

PANTERA ENERGY CORPORATION, as Seller

WAITE LAKE AREA

WELD AND MORGAN COUNTIES, COLORADO

DATED: May 21, 1984

AMENDMENT

800 858-229

THIS AMENDMENT is made this 21 day of May, 1984,
between COLORADO INTERSTATE GAS COMPANY, as Buyer, and PANTERA ENERGY
CORPORATION, as Seller.

WHEREAS, on August 15, 1980, Buyer and Seller's predecessor in
interest entered into a Gas Purchase Agreement (the Agreement) for the
purchase and sale of residue gas from the gas processing plant as described
therein, which Agreement was amended on June 1, 1981; and

WHEREAS, Seller wishes to expand the area of interest to ensure
sufficient future reserves to maintain natural gas throughput at economic
levels; and

WHEREAS, Buyer and Seller recognize the temporary oversupply condition
facing the natural gas industry resulting from, among other things, the
rapid escalation of natural gas prices pursuant to the Natural Gas Policy
Act of 1978 (NGPA), and that both Buyer and its natural gas suppliers need
to cooperate in an effort to halt the loss of and eventually restore the
growth of natural gas markets on Buyer's system through an expeditious
reduction of prices and/or take obligations specified in Buyer's existing
Gas Purchase Agreements;

NOW THEREFORE, in consideration of the premises, the parties agree to
further amend the Agreement as follows:

1. The Area of Interest map, attached to the Agreement as Exhibit
"A," shall be deleted in its entirety and replaced with the Exhibit "A"
attached hereto.

2. The provisions of Subparagraph 1.1(a) of ARTICLE I - COMMITMENT shall be deleted in their entirety and the following substituted therefor:

"(a) All liquid hydrocarbons removed by Seller prior to the delivery of gas to Buyer."

BOOK 858 PAGE 250

3. Subparagraph 1.1(c) of ARTICLE I - COMMITMENT shall be deleted in its entirety.

4. The following sentence shall be added to the first Subparagraph of Paragraph 2.1:

"The parties may, from time to time, mutually agree to add additional delivery points."

5. Paragraph 5.1 of ARTICLE V - PRICE shall be deleted in its entirety and the following inserted in lieu thereof:

"5.1 (a) For all gas purchased by Buyer on or after the first day of the month following the effective date of this Amendment, Buyer shall pay Seller the Full Price which is to be the lesser of \$3.25 per Mcf, irrespective of the Btu content of the gas, or the weighted average of the applicable ceiling prices (maximum lawful prices), including all adjustments, escalations, and authorized gathering charges, applicable to the sale of gas covered by this Agreement, as established by the Natural Gas Policy Act of 1978 (NGPA), any future statute enacted by a legislative authority, or any order or rule issued by an agency having jurisdiction, including but not limited to the FERC. The Full Price shall be deemed to be a delivered price to Buyer's facilities and, therefore, full and complete remuneration to Seller by Buyer for all purchase, gathering, compression and treatment costs as well as all taxes incurred by Seller. The Full Price shall remain in effect until superseded by a redetermined Full Price, pursuant to the provisions of Subparagraph (c) of this

Paragraph. If any amounts paid are subject to refund pursuant to any FERC order or regulation, and refund is ordered or required by law, FERC order or regulation, Seller shall be obligated to make such refund to Buyer, with interest as may be so ordered or required. BCP 858 PAGE 231

"(b) If, pursuant to a determination by the FERC, including the approval of a settlement of any of Buyer's rate cases, Buyer is not allowed to reflect in its resale rates (1) any costs (including return on investment) associated with Seller's gas incurred by Buyer because the FERC finds that such costs are already covered by the price Buyer pays Seller for gas under this Agreement, or (2) the Full Price payable hereunder, then Buyer shall, in each such instance, have the right with respect to payments made thereafter, to reduce the Full Price payable to a level equal to that which is allowed to be reflected. In each such instance, Seller shall refund, with interest pursuant to FERC regulation, to Buyer an amount equal to the difference between any Full Price previously paid and such reduced Full Price so allowed by the FERC. Such refund amount shall be paid by Seller to Buyer within 60 days following the date Buyer supplies Seller with a statement in reasonable detail setting forth the amount due or, at Buyer's option, Buyer may deduct such amount from sums otherwise becoming due Seller.

"(c) (1) Effective June 1, 1965, either party may seek redetermination of the Full Price to become effective on that date by giving the other party written notice of its redetermination request no earlier than 90 nor later than 30 days prior to said date. Subsequently, either party may seek a redetermination of the Full Price by giving the other party written notice of its redetermination request no earlier than 90 nor later than 30 days prior to each anniversary of the most recently

redetermined Full Price's effective date (Anniversary Date). The parties shall, within 30 days after such notice is received by either party, commence redetermination discussions. Any Full Price then so redetermined shall be effective upon the Anniversary Date of the expiring (or expired) redetermined Full Price, but in no case will such Full Price exceed the maximum lawful price for any source of gas.

"(ii) In making redeterminations of the Full Price hereunder, the parties shall determine the fair value of the gas and in so doing shall consider a thorough economic analysis of all factors affecting the fair value, including Buyer's market conditions and alternative fuel prices in Buyer's market area.

"(iii) In the event representatives of Buyer and Seller are unable to agree upon a redetermined price pursuant to Subparagraphs 5.1 (c) (i) and (ii) within 3 months after such redetermination negotiations commenced, it is understood and agreed that the latest effective Full Price shall be paid by Buyer to Seller for all gas hereunder.

"(d) In the event representatives of Buyer and Seller are unable to agree upon a redetermined Full Price and the latest effective Full Price continues to be the price at which gas is sold pursuant to the Agreement, Buyer and Seller shall each have the right to discontinue sale or purchase of all or a portion of gas hereunder provided Buyer or Seller in its sole discretion and in good faith determines that such price is unacceptable. In the event Seller elects to discontinue sale of gas as provided above and secures a bona fide offer for any or all of such gas at a higher price, Seller shall submit the offer to Buyer, and Buyer shall have 30 days in which to elect to match the offer and continue the purchase of the gas. In the event Buyer elects not to match said bona fide offer, Seller shall have

the right to remove such gas and the acreage dedication attributable to such gas from this Agreement. Further, subject to (1) available capacity, and (2) Buyer's obtaining from the FERC such Certificates of Convenience and Necessity or other comparable regulatory approvals as may be necessary to carry out the contemplated service and in form and substance acceptable to Buyer, Seller shall retain the right but not the obligation to transport such gas through Buyer's system, pursuant to terms and conditions similar to those being offered at that time by Buyer to third parties for similar service.

BOOK 858 PAGE 233

"(e) For off-lease gathering, field compression, and delivery of all gas committed hereunder at the pressure specified in Paragraph 2.2 hereof, Seller shall be entitled to whatever rate Seller may apply for and have approved by the FERC, but not in excess of 65 cents per Mcf; provided, that any such allowance approved by the FERC shall become a component of the Full Price and subject to all provisions of Subparagraphs 5.1 (a), (b), (c), and (d) above. Seller warrants that it can justify and document the gathering and compression charge as may be required by the FERC and that it will hold Buyer harmless from any charge, damage, or claim incurred by Buyer, should such charge not be approved by the FERC."

6. Paragraph 5.3 of ARTICLE V - PRICE shall be deleted in its entirety.

7. Paragraphs 5.4, 5.5, 5.6, 5.7, 5.8, and 5.9 shall be renumbered as 5.3, 5.4, 5.5, 5.6, 5.7, and 5.8 respectively.

8. Paragraph 5.3 STATEMENT of ARTICLE V - PRICE shall be deleted in its entirety and the following inserted in lieu thereof:

"On or about the 10th day of each month: (a) Buyer shall render to Seller a statement of the quantities of gas delivered to and purchased by Buyer during the preceding month and the amount due from Buyer to Seller, less all applicable taxes paid by Buyer, if any, for Seller's account, according to the measurement provisions, prices, and conditions provided in this Agreement; and (b) Seller shall render to Buyer a statement detailing the volumes, price, and heat content for each well connected to Seller's gathering system and the NGPA price category for all gas delivered by Seller to Buyer during the preceding month. For all gas delivered and sold by Seller to Buyer under this Agreement, Seller shall furnish to Buyer upon request copies of all filings made to jurisdictional agencies, including but not limited to the FERC."

BOOK 858 PAGE 234

9. The following shall be added after the last sentence of Paragraph 5.5 CHARTS AND RECORDS of ARTICLE V - PRICE:

"Seller, upon request, shall furnish to Buyer at the earliest practicable time all charts and records upon which Seller has based its statements of gas sold and delivered to Buyer. Buyer shall return to Seller all charts within 30 days. Buyer shall have access at all reasonable hours to Seller's records and books to the extent necessary to verify the accuracy of any statement, charge, or computation made under or pursuant to any of the provisions of this Agreement."

10. Paragraph 5.8 COMMINGLED GAS of ARTICLE V - PRICE shall be deleted in its entirety and the following inserted in lieu thereof:

"5.8 COMMINGLED GAS - If gas purchased hereunder is commingled with gas delivered by others prior to delivery to Buyer, then in addition to the information provided pursuant to Paragraph 5.3 STATEMENT OF ARTICLE V - PRICE, Seller agrees to provide by the 10th day of each month a statement

of ownership of the gas so commingled and delivered during the previous month together with, upon Buyer's request, sufficient data to support the results shown. If Seller does not provide Buyer with a statement by the 10th day of any month, then the requirement that Buyer pay Seller by the 20th day of that month shall be waived, and Buyer shall not be obligated to pay for such gas until the 20th day of the month following the month in which such statement was received."

BOOK 858 PAGE 235

11. Paragraph 4.1 of ARTICLE IV - QUANTITY shall be deleted in its entirety and the following inserted in lieu thereof:

"4.1 Effective January 1, 1984, Seller agrees to sell and deliver and Buyer agrees to purchase and take all gas tendered up to a maximum volume of 5,500 Mcf per day of gas (Take Obligation). Such Take Obligation shall remain in effect until superseded by a redetermined Take Obligation pursuant to the provisions of Paragraph 4.5 of ARTICLE IV - QUANTITY. Such gas is to be tendered at a reasonably uniform rate throughout each day and each month at pressures necessary to enter Buyer's facilities."

12. A new Paragraph 4.5 shall be added to ARTICLE IV - QUANTITY to read:

"4.5 Each time the Full Price is redetermined pursuant to the provisions of Subparagraph 5.1(c)(1) of ARTICLE V - PRICE, the Take Obligation may contemporaneously be redetermined, ^{but in no event will it be less than 4000 MCF per day of gas} In redetermining the Take Obligation, it is intended that Buyer shall have a first option to buy all production from the committed acreage. However, if Buyer does not elect to take all available production from the committed acreage (Committed Acreage Production, or CAP) prior to the next Anniversary Date pursuant to the provisions of this Paragraph, then Seller may tender to third parties any and all of the CAP in excess of Buyer's requirements. Buyer shall have the

right to match any offer by third parties for the purchase of any ^{CAP} in excess of Buyer's election prior to the actual purchase of such excess by third parties. In the event Buyer elects not to match said bona fide offer, Seller shall have the right to remove such gas and the acreage dedication attributable to such gas from this Agreement. Further, subject to (1) available capacity, and (2) Buyer's obtaining from the FERC such Certificates of Convenience and Necessity or other comparable regulatory approvals as may be necessary to carry out the contemplated service and in form and substance acceptable to Buyer, Seller shall retain the right but not the obligation to transport such gas through Buyer's system, pursuant to terms and conditions similar to those being offered at that time by Buyer to third parties for similar service. All gas tendered to Buyer by Seller shall be delivered at a reasonably uniform rate throughout each day and each month at pressures necessary to enter Buyer's facilities."

BOOK 858 PAGE 236

13. Paragraph 8.1 of ARTICLE VIII - OWNERSHIP AND INDEMNIFICATION shall be deleted in its entirety and the following inserted in lieu thereof:


"8.1 Title to the gas shall pass at the actual point or points of delivery specified in Paragraph 2.1. Each point of delivery shall be the point of division of responsibility between Buyer and Seller as to the gas, and each of the parties assumes responsibility and liability for the maintenance and operation of its respective properties and facilities and agrees to indemnify and hold harmless the other party from all liability and expense on account of all damages, claims, injuries, or actions arising from any act, omission, or accident in connection with the installation, presence, maintenance, or operation of the property or equipment of the indemnifying party. Neither Seller nor Buyer shall be responsible or liable for damages or claims arising from the acts or conduct of the other."

B 1035 REC 01973076 07/06/84 12:37 \$36.00 10/012
F 2340 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

Except as herein amended, said Agreement, as heretofore amended, shall
remain in full force and effect.

BOOK 858 PAGE 237

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

ATTEST
 A circular notary seal for the State of Colorado, containing the text 'NOTARY PUBLIC STATE OF COLORADO'. The seal is partially obscured by a signature and the text 'Assistant Secretary'.

Diana M. Jones
Assistant Secretary

COLORADO INTERSTATE GAS COMPANY

By *K. M. O'Connell*
K. M. O'Connell
Vice President
BUYER

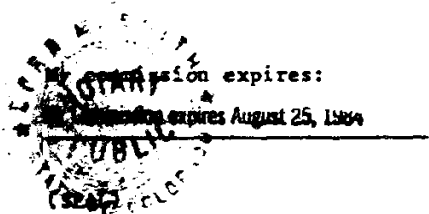
PANTERA ENERGY CORPORATION

By *Robert L. Marolda*
Robert L. Marolda
President
SELLER

STATE OF Colorado)
) ss.
County of El Paso)

On this 1 day of June, 1984, came _____
H. M. C. Connell, Vice President of
Colorado Interstate Gas Company, known to
me to be the person who executed the foregoing instrument, and acknowledged
before me the execution of the same.

Cora M. Smith
Notary Public



STATE OF COLORADO)
) ss.
County of DENVER)

On this 25 day of May, 1984, came _____
ROBERT L. MAROLDA, _____ President of
PANTERA ENERGY CORPORATION, known to
me to be the person who executed the foregoing instrument, and acknowledged
before me the execution of the same.

Bonnie Hamill
Notary Public

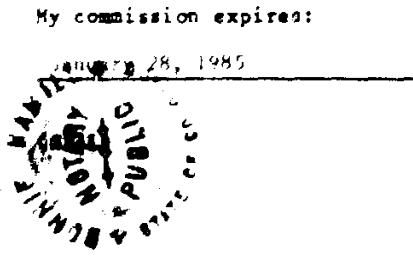
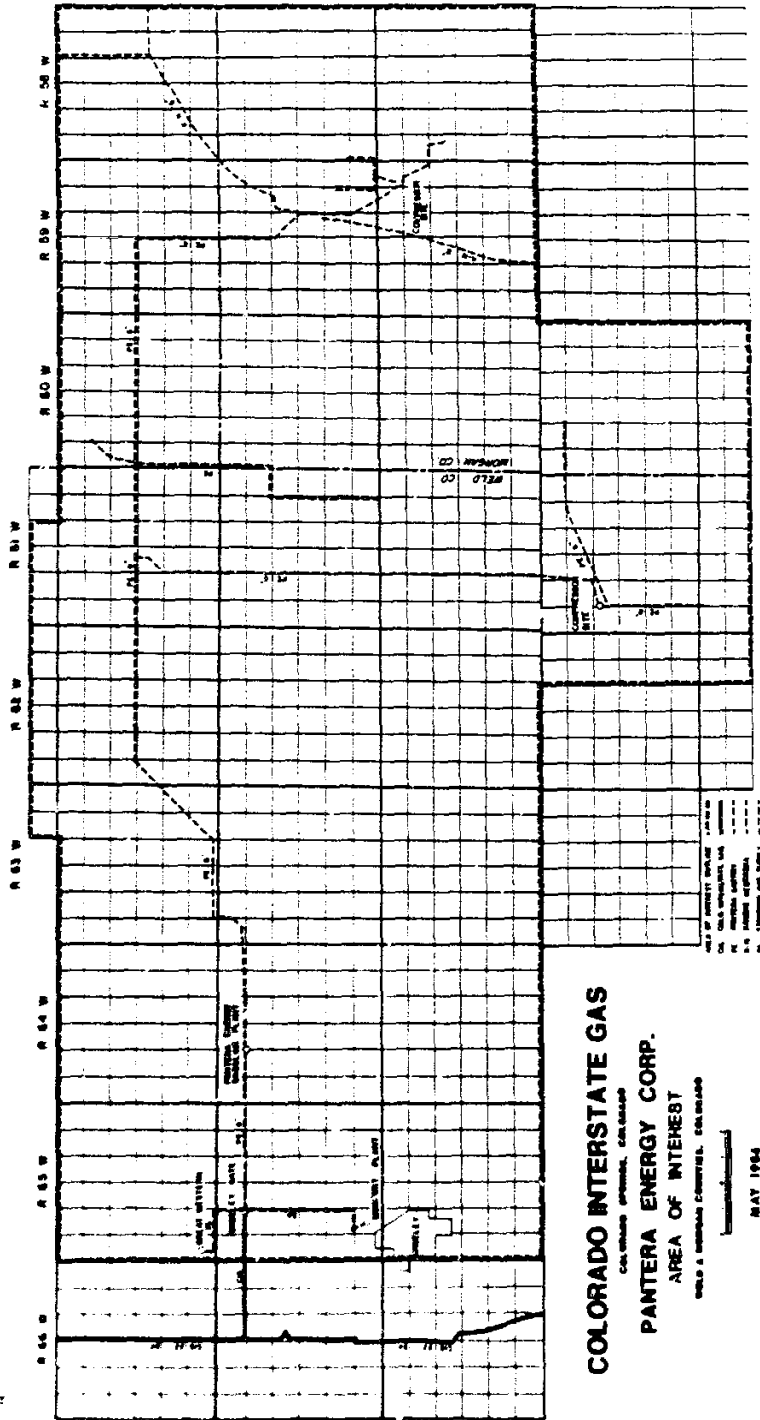


Exhibit "A"
Revised: May 21, 1984



COLORADO INTERSTATE GAS
COLORADO INTERSTATE GAS
PANTERA ENERGY CORP.
PANTERA ENERGY CORP.
AREA OF INTEREST
AREA OF INTEREST
MAY 1984

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)
CONCERNING UNDERGROUND FACILITIES OF
MORGAN COUNTY RURAL ELECTRIC ASSOCIATION

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Morgan County Rural Electric Association hereby gives notice of the following information:

1. Morgan County Rural Electric Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of electricity.

2. At the time of this filing, Morgan County Rural Electric Association has underground facilities located within the following area served, within said Morgan County and State of Colorado to wit:

Townships 1, 2, 3, 4, 5 and 6 North in Ranges
55, 56, 57, 58, 59 and 60 West of the 6th P.M.

3. Notice is given that Morgan County Rural Electric Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Morgan County Rural Electric Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: John W. Zambo
Job Title: Engineer
Address: 20169 Hwy. 34
P.O. Box 738
Fort Morgan, Colorado 80701
Telephone No.: (303) 867-5688

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Morgan County Rural Electric Association at the same address and telephone number.

DATED as of the 1st day of October, 1981.

MORGAN COUNTY RURAL ELECTRIC
ASSOCIATION

By: Everett B. Channing
General Manager

RECEPTION NO 732619 RECORDED OCT 09 1992
12:07 3:00 P.M. CLERK OF COUNTY RECORDER
MORGAN COUNTY, CO.

BOOK **947** PAGE **824**

**NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103(1) AS AMENDED
CONCERNING UNDERGROUND FACILITIES OF
WIGGINS TELEPHONE ASSOCIATION**

Pursuant to C.R.S. Sec. 9-1.5-103(1) as amended, Wiggins Telephone Association hereby gives notice of the following information:

1. Wiggins Telephone Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of telephone communication services.

2. At the time of this filing, Wiggins Telephone Association has underground facilities located within the following area served, within said Morgan County and State of Colorado, to wit:

Township 1 North in Ranges 57, 58, 59 and 60
West of the 6th P.M.
Township 2 North in Ranges 58, 59 and 60 West
of the 6th P.M.
Township 3 North in Ranges 59 and 60 West of
the 6th P.M.
Township 4 North in Ranges 59 and 60 West of
the 6th P.M.
Township 5 North in Ranges 57, 58, 59 and 60
West of the 6th P.M.
Township 6 North in Ranges 57, 58, 59 and 60
West of the 6th P.M.

3. Notice is given that the Wiggins Telephone Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Wiggins Telephone Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: Dwight E. Schmitt
Job Title: General Manager
Address: 414 Main
P.O. Box 248
Wiggins, CO 80654
Telephone No: (303) 483-7343

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with the individual who occupies that job title with the Wiggins Telephone Association at the same address and telephone number.

DATED as of this 8th day of October, 1992.

WIGGINS TELEPHONE ASSOCIATION

By Dwight E. Schmitt
Dwight E. Schmitt, General Manager

KNE ENERGY, INC.

RECEPTION NO. 629508 RECORDED MAR 9 1984
9:03 O'CLOCK AM FAY A. WONDY, RECORDER

FEB 15 1984

Gentlemen:

Whenever you are planning work that may coincide or interfere with K N's pipelines, you should contact K N at least 48 hours in advance of working in the area. We will be happy to locate and mark our lines and meet with your field personnel as needed.

If you are uncertain as to whether a project crosses a K N pipeline, you should contact us since we do not charge for locating and staking pipelines. We want to avoid needless injury and damage to you, your employees and equipment; we also want to protect K N's pipelines from damage by outside forces.

Telephone collect the following K N personnel for pipeline locating and staking:

Kansas, Oklahoma and Texas:

Howard Hanway or Dick Brunow - Phillipsburg, Kansas	(913) 543-2135
Hank Rupke - Lakin, Kansas	(316) 355-7122
Dean Keys - Canadian, Texas	(806) 323-5084

Central and East Nebraska:

Leonard Snow or George Witt - Hastings, Nebraska	(402) 463-2315
--	----------------

West Nebraska, Colorado and Wyoming:

Dallas Pool or Bill Deer - Scottsbluff, Nebraska	(308) 635-1327
--	----------------

Distribution:

For projects within the limits of a village, town, or city, please refer to the telephone directory for K N's distribution office, operating personnel and emergency numbers.

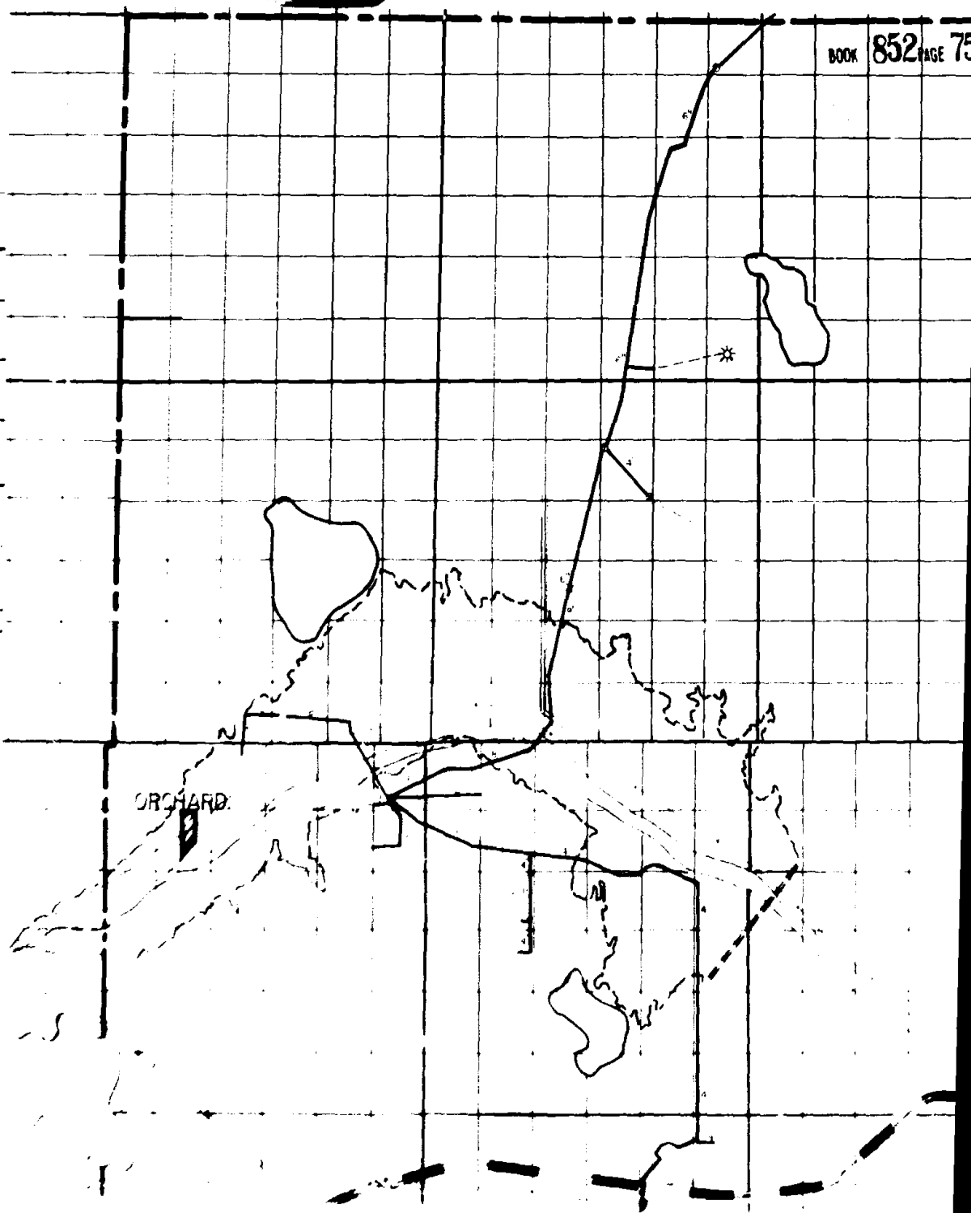
If an emergency should arise at times other than during regular business hours, please contact K N's dispatcher at (913) 543-2135.

Your cooperation and assistance will be greatly appreciated.

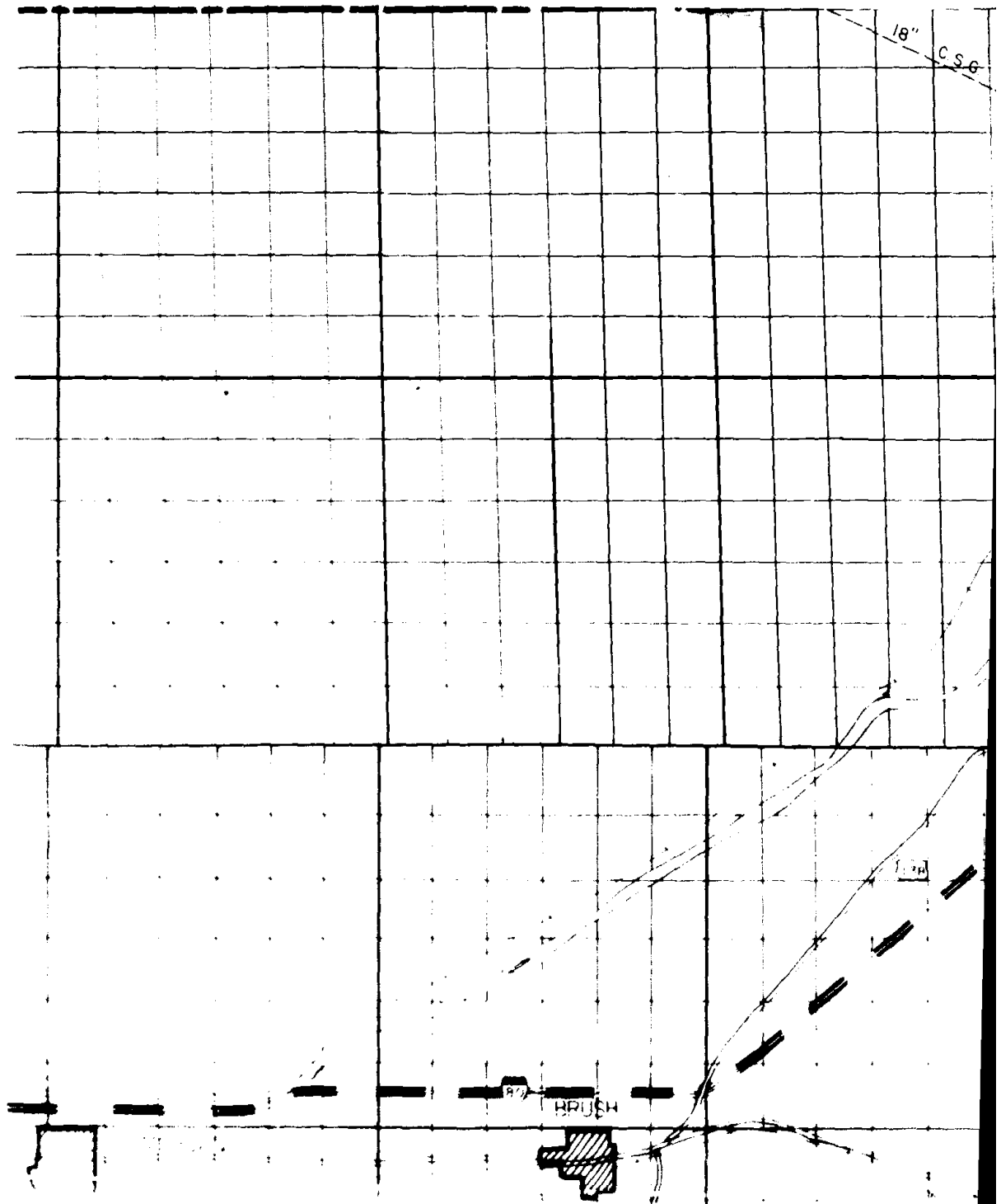
Very truly yours,

Dallas Pool
by [Signature]

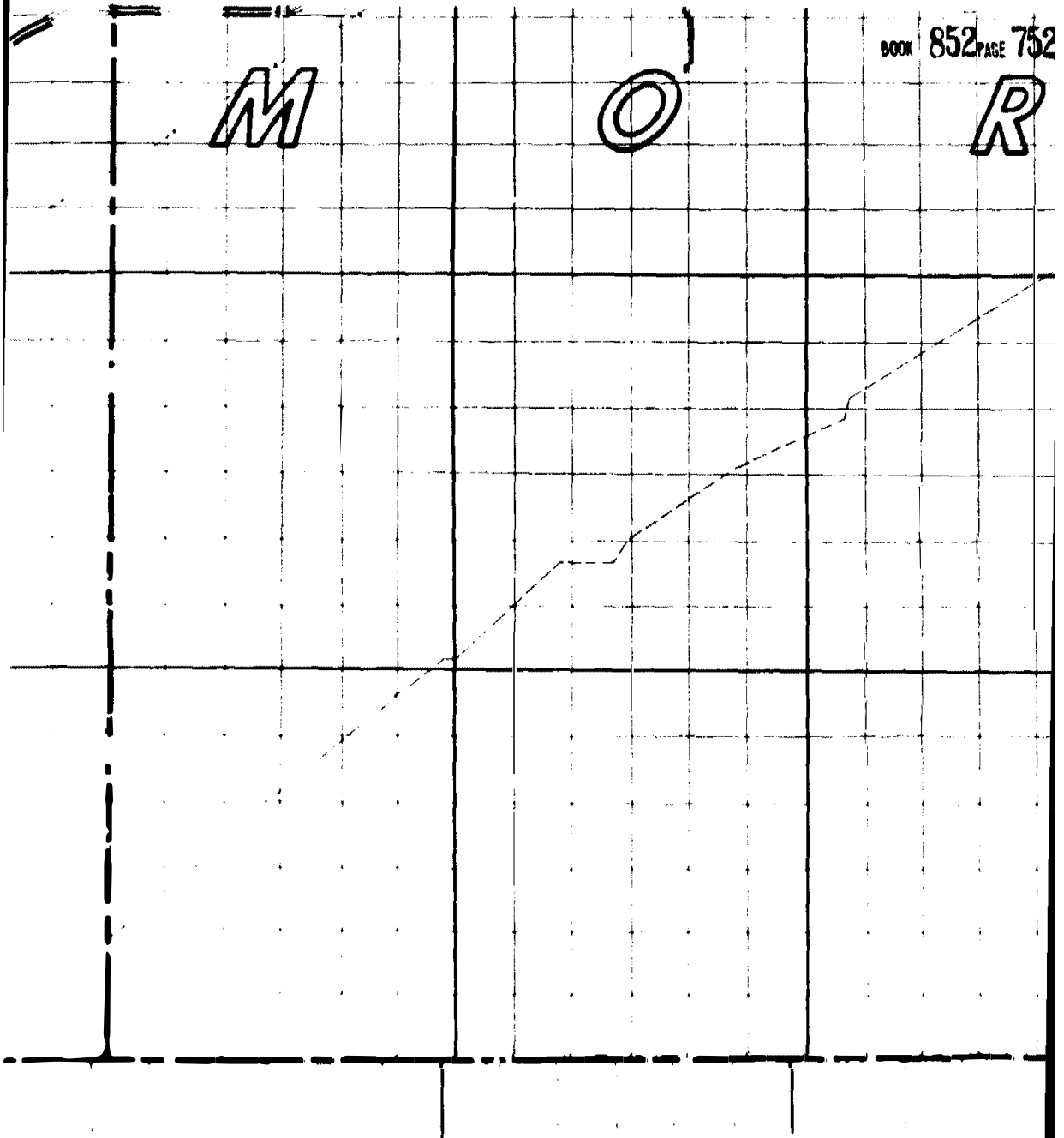
PART I
of
4 PART MAP



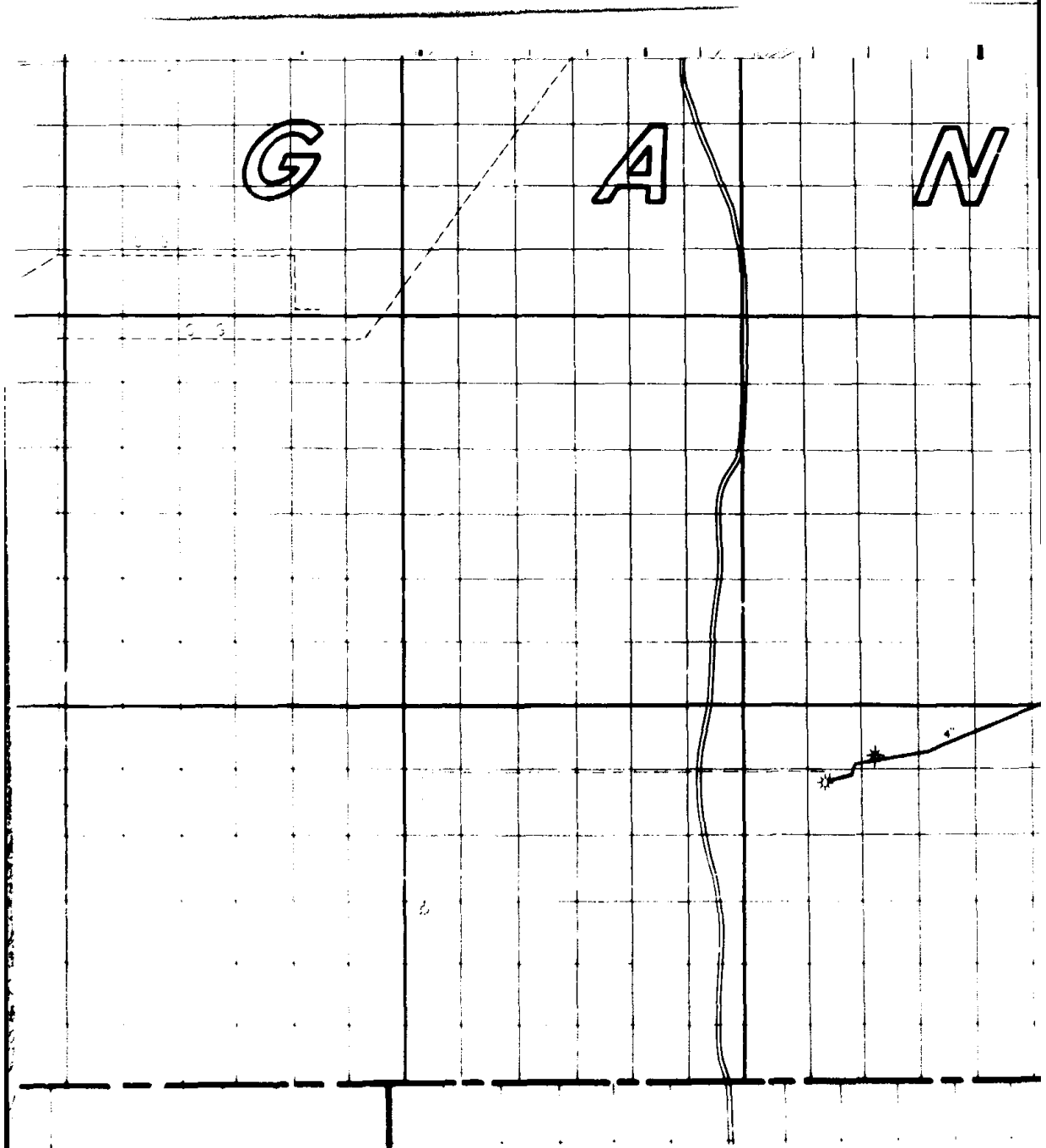
PART 2
of
4 PART MAP



PART 3
of
4 PART MAP



PART 4
of
4 PART MAP





RECORD NO. 370418 RECORDED JUL 27 1951
145 P PLATE P II WATER & MIN. RECORDS

BOOK 494 PAGE 383



PATENT NO. 6751

TO ALL UNTO WHOM THESE PRESENTS SHALL COME: GREETING:

Whereas CHARLES GODD of the County of Morgan and State of Colorado, in accordance with the provisions of the acts of the General Assembly of the State of Colorado, approved and in force at the time of the purchase of the land herein designated and described, and at the time of the execution of this conveyance, has made full payment as appears from the records of the State Board of Land Commissioners of and for the following described real estate, lying and situate in the County of Morgan and State of Colorado, to-wit:

TOWNSHIP FOUR (4) NORTH - RANGE FIFTY-NINE (59) WEST OF 6TH PRINCIPAL MERIDIAN
Section Thirty-six (36); Northeast Quarter (NE $\frac{1}{4}$);

Less 1.20 acres under Right of Way No. 1296

containing One Hundred Fifty-Eight & 80/100 acres, more or less, according to United States Survey;

RESERVING, however, to the State of Colorado, all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substance in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances;

Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect, if any there be; which said described tract of land has been purchased by the said CHARLES GODD for the sum of

Five Thousand Four Hundred Sixty-seven and 15/100 Dollars, (\$ 5,467.15)

NOW KNOW YE, That the State of Colorado in consideration of the premises, and in conformity with the Act of the General Assembly, in such case provided, has sold and granted, and by these presents does sell and grant unto the said CHARLES GODD

and to his heirs and assigns, the said tract above described: To Have and to Hold the same as above specified, together with all the rights, privileges, immunities and appurtenances of whatsoever nature hereunto belonging, unto the said CHARLES GODD

and to his heirs and assigns forever



In Testimony Whereof, I, San Thornton

Governor of the State of Colorado, have caused these letters to be made Patent, and the Great Seal of the State of Colorado to be hereunto attached.

Given under my Hand at the City of Denver, the Twenty-third

day of July A. D. 1951

San Thornton
Governor

Attest:

Geo. J. Butler
Secretary of State of the State of Colorado

[Signature]
Register, State Board of Land Commissioners



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Road Petition.

Dated -----

Filed with Co. Clk. Apr. 10, 1888.

Filed for record April 23, 1888 at 10:30 A.M.

Rec. E-15 P-241.

Petitions a road . Commencing at the corner between Sec. 7 & 18 Twp. 4-58 W. and Secs. 12 & 13-4-59 W. and running S. on Twp. line between Twps. 4-58 & 4-59 W. Thence S. between Twps. 3-58 W. & 3-59 W. to Township line.

Presented to the Co. Board of Commissioners, Apr. 10, 1888, and granted. Signed Arthur Hotchkiss, Chairman.



ROAD-VIEWER'S REPORT.

To the Honorable Board of County Commissioners of 716. 1 year. County, Colorado.

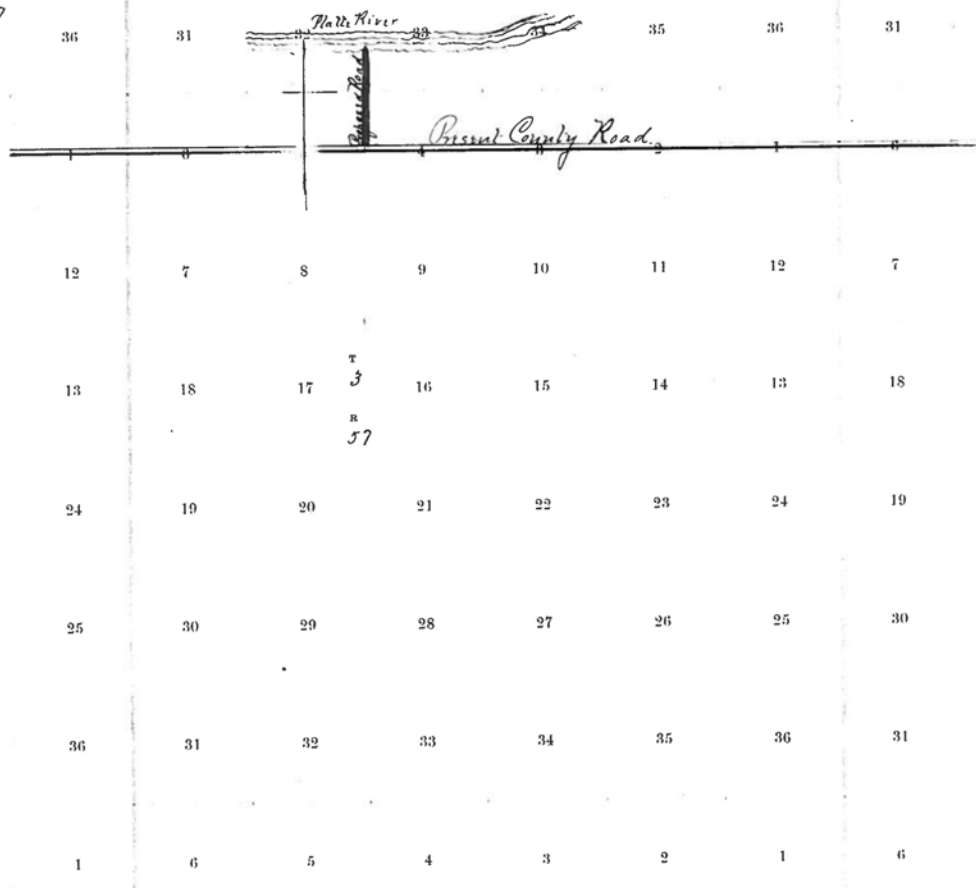
GENTLEMEN:—Your viewers appointed on the 15th day of June 1901, to view a county road prayed for in a certain petition presented to your Honorable body on the above named day and date a copy of which has been received by us, viz: Commencing at the proposed County Road on half Section 33 in Section 33 Township 4 N. R. 57 N. 6 E. T. 10 S. North and 7th in Township 4 North 33rd Range 7th E. 6th P. M. and running north-south on Section 33 between said Sections 33 and 33 in Township 4 N. R. 57 N. 6 E. T. 10 S. to the South Bank of South Platte River being about one mile in length.

Respectfully submit the following report, to-wit: After receiving our authority to act, we met at the starting point of said proposed road, on the 20th day of June 1901, at the hour of 10 o'clock A.M., being the time and place specified in our appointment, and proceeded to view the road prayed for in said petition, as follows: We commenced at the starting point named in said petition, and run North to said Termination as described above.

The last named point being the terminus thereof, and the road as above laid out and viewed being over the most practicable route which we in our judgment can find. We found it necessary to make the following changes in the proposed route as prayed for, viz: We found it best to cut the width of said Road for the first 80 Rods from starting point to 40 feet.

We have caused to be surveyed and platted, and have herein embodied a plat of said road as viewed by us, and which forms a part of this report as shown by the following map:

S 4
R 57



NOV 28 1941
No. 1000-210

RIGHT OF WAY NO. 853, BOOK 8.

THIS INDENTURE, Made this 11th day of October, A. D. 1941, between the STATE OF COLORADO, by its duly authorized officers, party of the first part, and the UNITED STATES OF AMERICA, party of the second part, WITNESSETH:

WHEREAS, The party of the second part has made application to the State Board of Land Commissioners, having control of the lands held by the State of Colorado, for right of way over, upon and across the surface of certain portions of Section 36, Township 4 North, Range 59 West; Section 29, Township 4 North, Range 61 West; and Sections 18, 25 and 26, Township 4 North, Range 62 West of the Sixth Principal Meridian for the construction, erection and maintenance of an electric power transmission line, and

WHEREAS, The said State Board of Land Commissioners has in manner and form as provided by statute, granted such right of way for the purpose aforesaid upon the terms and conditions hereinafter set forth, and has duly authorized the proper officers of said State to execute right of way deed;

NOW, THEREFORE, THESE PRESENTS WITNESSETH: That the party of the first part, in consideration of the premises, and in the further consideration of the sum of One and No/100 Dollars (\$1.00), lawful money of the United States by the party of the second part to the party of the first part in hand paid, the receipt whereof is hereby confessed and acknowledged, has granted and by these presents does grant unto the party of the second part a right of way over, upon and across the surface of the following described tracts of land:

The right to construct, operate and maintain an electric transmission line over, upon and across certain tracts of State land, the centerline of which is more particularly described as follows:

Beginning at a point on the east line of Section 36, Township 4 North, Range 59 West whence the southeast corner bears south 35 feet; thence N 89° 31' W 5,241 feet to the intersection with the west line of said section.

Beginning again at a point on the east line of Section 29, Township 4 North, Range 61 West whence the east quarter corner bears north 15 feet; thence N 89° 48' W 1,495.5 feet; thence S 89° 18' W 3,172.4 feet; thence N 88° 43' W 636.3 feet to a point on the west line of said Section 29.

Beginning again at a point on the west line of Section 18, Township 4 North, Range 62 West whence the west quarter corner of said section bears north 820 feet; thence S 72° 58' E 2,824 feet to the north and south centerline of said section.

Beginning again at a point on the east line of Section 25, Township 4 North, Range 62 West whence the east quarter corner of Section 25 bears north 10 feet; thence N 88° 43' W 588.3 feet; thence N 72° 58' W 2,079.7 feet to the north and south centerline of said Section 25.

Beginning again at a point on the north line

Beginning again at a point on the north line of Section 26, Township 4 North, Range 62 West whence the north quarter corner of said section bears E 264 feet; thence S 72° 58' E 4,368 feet to the east line of the Southwest quarter of the Northwest quarter of Section 26, Township 4 North, Range 62 West.

This right of way conveys the right of ingress and egress to and from said above described strip of land for the purpose of construction, maintenance and operation of said transmission line.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1. That the party of the second part shall have the right, privilege and authority to construct, reconstruct, operate and maintain an electric transmission line consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as it may from time to time require upon, over and across the hereinabove described land.

2. That all rights to any and all minerals, ores and metals of every kind and character and all coal, asphaltum and other like substances, in or under said land are reserved to the party of the first part.

3. That the party of the second part shall not fence or otherwise obstruct free and open access to and travel upon, over and across said land.

4. That the party of the first part shall have the right at any and all times during the continuance of the easement hereby granted to lease, sell or otherwise dispose of said tract or parcel of land and to use the same for all purposes, except as necessarily limited by the erection and maintenance of poles and wires and apparatus attached thereto.

5. That this grant of right of way is made for the sole and only purpose hereinabove set forth and no other, and in the event that the second party shall at any time use or attempt to use the same for any other purpose whatsoever, shall abandon or discontinue the use of the land for the purposes hereinabove set forth, then this grant shall become void and of no effect, and any rights hereunder granted to the party of the second part shall immediately terminate.

IN WITNESS WHEREOF, The party of the first part has caused these presents to be executed in its name and on its behalf by Harold F. Collins, President, and Harold W. Perry, Register, of the State Board of Land Commissioners; and has caused the seal of the State Board of Land Commissioners to be hereto attached by said Register of said State Board of Land Commissioners on the day and year first above written.

STATE BOARD OF LAND COMMISSIONERS



Harold F. Collins
President

Harold W. Perry
Register

RECEIVED NO. 29,221.5 RECORDED Nov 14, 1941
\$000.00 COLLECTOR A. L. BAKER, REGISTER

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WATER & WATER RIGHTS

BOOK 494 PAGE 383



PATENT NO. 6751

TO ALL UNTO WHOM THESE PRESENTS SHALL COME: GREETING:

Whereas CHARLES GODD of the County of Morgan and State of Colorado, in accordance with the provisions of the acts of the General Assembly of the State of Colorado, approved and in force at the time of the purchase of the land herein designated and described, and at the time of the execution of this conveyance, has made full payment as appears from the records of the State Board of Land Commissioners of and for the following described real estate, lying and situate in the County of Morgan and State of Colorado, to-wit: TOWNSHIP FOUR (4) NORTH - RANGE FIFTY-NINE (59) WEST OF 6TH PRINCIPAL MERIDIAN Section Thirty-six (36): Northeast Quarter (NE 1/4);

Less 1.20 acres under Right of Way No. 1296

containing One Hundred Fifty-Eight & 80/100 acres, more or less, according to United States Surveys

RESERVING, however, to the State of Colorado, all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substance in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances;

Subject to any and all easements or rights of way heretofore legally obtained and now in full force and effect, if any there be; which said described tract of land has been purchased by the said

CHARLES GODD for the sum of Five Thousand Four Hundred Sixty-seven and 15/100 Dollars, (\$ 5,467.15.)

NOW KNOW YE, That the State of Colorado in consideration of the premises, and in conformity with the Act of the General Assembly, in such case provided, has sold and granted, and by these presents does sell and grant unto the said CHARLES GODD

and to his heirs and assigns, the said tract above described: To Have and to Hold the same as above specified, together with all the rights, privileges, immunities and appurtenances of whatsoever nature hereunto belonging, unto the said CHARLES GODD

and to his heirs and assigns forever

In Testimony Whereof, I, Dan Thornton, Governor of the State of Colorado, have caused these letters to be made Patent, and the Great Seal of the State of Colorado to be hereunto attached. Given under my Hand at the City of Denver, the Twenty-third day of July, A. D. 1951

Dan Thornton
Governor



Attest: Geo. J. Butler
Secretary of State of the State of Colorado

State Board of Land Commissioners

Form 193-4
(Rev. 1/81)

COLORADO

OIL AND GAS LEASE No. OG 84/9175-S

Containing 640.00 acres, more or less: Land Fund: School

THIS LEASE AGREEMENT, Dated this 18th day of April, A.D. 19 84, made and entered into by and between the STATE OF COLORADO, acting by and through the STATE BOARD OF LAND COMMISSIONERS, party of the first part and hereinafter called "Lessor", or "the Board", and Kendall P. Carlson & Lee A. Lair d/b/a Carlson-Lair, party of the second part, hereinafter called "Lessee":
10403 W. Colfax Ave., Suite 520, Lakewood, CO 80215

WITNESSETH

THAT WHEREAS, Said Lessee has applied to the State Board of Land Commissioners for an oil and gas lease covering the land herein described, and has paid a filing fee in the amount of \$ 17.25, plus a bonus consideration of \$ 2,560.00, fixed by Lessor as an additional consideration for the granting of this lease, and

WHEREAS, All the requirements relative to said application have been duly complied with and said application has been approved and allowed by the Board;

THEREFORE, For and in consideration of the premises, as well as the payment of rentals hereinafter provided for, and of the covenants and agreements hereinafter contained, on the part of Lessee to be paid, kept and performed, the said Lessor has granted and demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the Lessee for the sole and only purpose of exploration, development and production of oil and gas, or either of them, thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by Lessor under the terms of this lease, together with rights of way, easements and servitudes for pipe lines, telephone and telegraph lines, tanks and fixtures for producing and caring for such products, and housing and boarding employees, and any and all rights and privileges necessary for the economical operation of said land for oil and gas, the following described land situated in the county of MORGAN, State of Colorado, and more particularly described as follows:

DESCRIPTION OF LAND	SECTION	TOWNSHIP	RANGE
All	36	4N	59W

Surface Patents: #6751 NE/4, #7250 NW/4, 6135 S/2

TO HAVE AND TO HOLD Said land, and all the rights and privileges granted hereunder, to and unto Lessee for a primary term of five (5) years from the hour of twelve o'clock noon on the date hereof, and so long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or Lessee is diligently engaged in bona fide drilling or reworking operations on said land subject to the terms and conditions herein. Drilling or reworking operations shall be deemed to be diligently performed if there is no delay or cessation thereof for a greater period than thirty consecutive days unless an extension in writing is granted by Lessor. Provided that such drilling or reworking operations are commenced during said primary term or any extension thereof or while this lease is in force by reason of production of oil and gas or either of them, or that such reworking is commenced immediately upon cessation of production for the purpose of re-establishing the same, and provided further that such production is commenced during such primary term or any extension thereof, or while this lease is in force by reason of such drilling or reworking operations or other production. Rental payment in the amount set out in the rental schedule herein must be tendered to Lessor prior to the expiration date hereof which rental will entitle Lessee to hold this lease only so long as satisfactory and diligent operations as set out above are being carried on. There shall be no refund of unused rental.

In consideration of the premises, the parties covenant and agree as follows:

1 RENTAL - During the primary term hereof Lessee shall pay to Lessor an annual rental of \$ 650.00 computed at the rate of \$ 1.00 per acre or fraction thereof of the lands covered hereby, and in the event that, upon the expiration of said primary term, this lease is extended for an additional term of five (5) years as provided for in Paragraph 21 hereof, Lessee shall during said extended period pay to Lessor an annual rental at double the rate above specified for the lands covered hereby. Extension of the term of this lease solely by discovery and production of oil or gas as in the preceding sentence provided, shall not operate to increase the rentals payable under this paragraph; that is to say, the rental in effect at the time of discovery and production shall not be increased by reason of extension of the term of this lease by reason only of such production, but annual rentals set at the time of production shall be paid during the remaining life of this lease. The rentals as above provided shall be paid annually in advance on or before each anniversary of the date of this lease.

ROYALTY - Except for oil and gas used on the leased premises for development and production or that unpaid royalties shall pay to Lessor as royalty, in addition to the rentals provided in this lease, the following

shall be paid to Lessee: one-eighth of the oil produced and saved from the leased premises. At the option of Lessor Lessee may take its royalty oil in kind in which event Lessee shall deliver such royalty oil to Lessor on the leased premises, free of cost or deduction, into the pipe lines or storage tanks designated by Lessor, but Lessee shall not in such case be required to provide free tankage for any such oil for a longer period than one month after the same is run into tanks. When paid in cash, the royalty shall be computed upon the reasonable market value of the oil at the well which shall not be deemed to be less than the price actually paid or agreed to be paid to Lessee at the well by the purchaser thereof, and in no event shall the price be less than the market value of the well less than the posted price in the field for such oil, or in the event of a price ceiling, the price actually paid for such oil upon a market value at the well less than the prevailing price in the field for such oil.

- (b) On gas, including casinghead gas or other gaseous substance, one-eighth of the reasonable market value at the well or of the price received by Lessee at the well, whichever is greater, of all gas produced from the leased premises and sold or utilized by Lessee. Lessor reserves the right to approve all contracts for sale of gas. Where gas is sold under a contract that has been approved by Lessor, the reasonable market value of such gas for determining the royalties payable hereunder shall be the price at which such gas is sold under such contract; provided, however, that no approval by Lessor of the terms of any such agreement shall operate to make Lessor a party thereto or obligate it in any way except as herein provided, and Lessee agrees to save Lessor harmless from any such obligation.
- (c) All costs of marketing the oil and/or gas produced shall be borne by Lessee and such costs shall not directly or indirectly reduce the royalty payments to Lessor.
- (d) If Lessor owns a lesser interest in the oil and gas deposits of the above described land than the entire and undivided fee simple estate, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which its interest bears to the whole and undivided fee.

3. **REPORTS** — Lessee agrees to make a monthly production report of the production on the leased premises covering the preceding month, which report shall be filed with Lessor on or before the last day of each month, and shall be accompanied by full settlement for all royalties due Lessor for such preceding month under this lease; Lessee further agrees to keep and to have in possession, books and records showing the production and disposition of all oil and gas produced from the leased premises and to permit Lessor, at all reasonable hours, to examine the same. Royalties due under this lease shall be calculated on actual tankage measurements, unless the same are shown to be incorrect, or a more accurate means of measurement, subject to approval by Lessor, is provided.

4. **PAYMENTS** — All payments due hereunder shall be made on or before the day such payment is due, and this lease shall not be in effect until Lessor has received for the initial rental, the cash or cash proceeds of any checks therefor regardless of the date of this lease. Nothing in this paragraph shall be construed to extend the expiration of the primary term hereof beyond five (5) years from the date hereof.

All payments shall be made by cash, check, certified check or money order. Payments having restrictions, qualifications, or encumbrances of any kind whatsoever shall not be accepted by Lessor and a penalty shall be charged as set forth herein.

5. **PENALTIES** — A penalty shall be imposed for late payments or improper payments of any kind whatsoever. Said penalty shall be determined by Lessor unless otherwise provided for by law.

6. **SURRENDER** — Lessee may at any time, by paying to Lessor, all amounts then due as provided herein, surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

7. **ASSIGNMENTS** — Lessee, with the written consent of Lessor, shall have the right to assign this lease as to the entire leasehold interest of said Lessee in all or part of the lands covered hereby, not less however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment, and for approval of such assignment Lessor may make an assignment charge in an amount to be determined by Lessor. Prior to written approval by Lessor of assignment of this lease, Lessee (assignor) shall not be relieved of its obligations under the terms and conditions herein. No assignment of undivided interests will be recognized or approved by Lessor; and the effect, if any, of any such assignments will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment shall operate to relieve Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Any and all reservations or assignments of overriding royalties shall be subject to approval by Lessor. The total of said overriding royalties shall not exceed five percent (5%), including any overriding royalty previously provided for unless production exceeds a monthly average of 15 barrels per day. In the event that production drops to this amount or less, any overriding royalties which exceed five percent (5%) shall be suspended. Lessor's approval of a reservation or assignment of an overriding royalty shall not bind Lessor for payment of said overriding royalty and shall not relieve Lessee of any of its obligations for payment of royalties to Lessor as provided by paragraph 2 herein. Lessor will and shall at all times be entitled to look solely to Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If any assignment of a portion of the lands covered hereby shall be approved, a new lease shall be issued to the assignee covering the assigned lands, containing the same terms and conditions as this lease, and limited as to term as this lease is limited, and the assignor shall be released and discharged from all further obligations and liabilities, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease. Although not binding on the Board as herein stated, all instruments of every kind and nature whatsoever affecting this lease should be filed in the records of the Mineral Department of the Board.

8. **OFFSET WELLS** — Lessee agrees to reasonably protect the leased premises from drainage by offset wells located on adjoining lands not owned by Lessor, when such drainage is not reasonably compensated for by counter-drainage. It shall be presumed, for the purpose of this lease, that the production of oil and gas from offset wells results in drainage from the leased premises, unless Lessee demonstrates to Lessor's satisfaction by engineering, geological, or other data, that production from such offset well does not result in such drainage, or that the drilling of a well or wells on leased premises would not accomplish the purposes of protecting the deposits under leased premises. The Board's decision as to the existence of such drainage shall be final, and Lessee shall comply with the Board's order thereon or, in lieu thereof, surrender this lease as to any such undeveloped acreage as designated by the Board.

9. **DEVELOPMENT** — Upon discovery of oil and gas on the leased lands, Lessee shall with reasonable diligence proceed to develop said premises at a rate and to an extent commensurate with the economic development of the field in which the leased lands lie.

10. **LAW** — The terms and conditions of this lease shall be performed and exercised subject to all laws, rules, regulations, orders, and ordinances or resolutions applicable to and binding upon the administration of grant lands owned by the State of Colorado, and to laws, rules and regulations governing oil and gas operations in Colorado.

11. **COMMUNITIZATION** — In the event Lessor permits the lands herein leased to be included within a communitization or unitization agreement, the terms of this lease and the operation of this Paragraph 11 shall be deemed to be modified to conform to the agreement. When only a portion of the lands under this lease is committed by an agreement, Lessor may agree to terminate this lease and re-lease each portion and the terms of the lease on that portion included in the unitization agreement shall be subject to the terms of such agreement. Non-producing leases shall terminate on the first anniversary of the date of the unitization agreement, and the unitization agreement shall terminate on the first anniversary of the date of the unitization agreement, unless otherwise provided in the unitization agreement governing the lease.

12. **PRODUCTION** — Lessee shall, subject to applicable laws, regulations and orders binding upon the administration of State lands, operate and produce all wells upon the leased premises so long as the same are capable of producing in paying quantities, and shall operate the same so as to produce at a rate commensurate with the rate of production of wells on adjoining lands within the same field and within the limits of good engineering practice, except for such times as there exist neither market nor storage therefor, and except for such limitations on or suspensions of production as may be approved in writing by Lessor.

13. **SHUT-IN GAS WELLS** — If Lessee shall complete a well on the leased lands productive of gas only and Lessee is unable to produce such gas due to a lack of suitable market therefor, Lessor may grant Lessee suspension of his obligations to produce hereunder until a suitable market for such gas can be found and during any such suspension period, it may be deemed that gas is being produced hereunder in paying quantities. Except, however, that beginning the eleventh year of the lease, Lessee shall pay to Lessor a shut-in royalty equal to \$2.00 per acre of the lease per annum in addition to the annual rental, with a minimum amount of \$320.00 (160 acres). Each year's shut-in royalty shall be forfeited to Lessor except for the shut-in royalty paid for the year during which the well begins production. The maximum extension of the lease based on a shut-in well shall be five years beyond the secondary term of the lease. Any further extensions shall be entirely at the option of Lessor.

14. **OPERATIONS** — No exploration, drilling or production operation, including permanent installations, shall be within 200 feet of any building or other improvement, including water well or reservoir, without the written permission of the owner of said improvements. Lessee shall keep a correct log of each well drilled hereunder, showing by name or description the formations passed through, the depth at which each formation was reached, the number of feet of each size casing set in each well, where set, and the total depth of each well drilled. Lessee, within thirty (30) days after the completion or abandonment of any well drilled hereunder, shall file in the office of Lessor a complete and correct log of such well, together with a copy of the electric log and the radioactivity log of the well when such logs, or either of them, are run, and also a copy of all drill stem test results, core records and analyses, record of perforations and initial production tests, if any. If any of the information required by this paragraph is contained in reports required to be filed with the Oil and Gas Conservation Commission of Colorado, the requirements of this paragraph for such information may be satisfied by such filing with the Oil and Gas Conservation Commission, except for copies of the reports as are required by Paragraph 15 hereof.

15. **NOTIFICATION** — Lessee agrees to notify Lessor of the location of each drill site before commencing drilling thereon by copy of Lessee's "Permit to Drill." Lessee further agrees to notify Lessor before commencing to plug and abandon a depleted well by copy of Lessee's request for approval to plug and abandon.

16. **BONDS** — Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops, water wells, reservoirs, or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until Lessee or his assignee shall have filed a good and sufficient bond with Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops, water or improvements as may be caused by Lessee or his assignee's operations of said lands and also compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining. When requested by Lessor, Lessee shall bury pipe lines below plow depth. Lessee shall set and cement sufficient surface casing to protect the fresh water wells of the area.

17. **SETTLEMENT** — Lessee shall not remove any machinery, equipment or fixtures placed on said premises, other than drilling equipment, nor draw the casing from any well unless and until all payments and obligations currently due Lessor under the terms of this agreement shall have been paid or satisfied. Any machinery, equipment or fixtures left on these premises for a period of more than six (6) months shall be the property of Lessor.

18. **OTHER DISCOVERY** — Should Lessee discover any valuable products other than oil and gas, on or within the leased premises, Lessee shall within seven (7) days report such discovery to Lessor, in which event Lessee and Lessor shall negotiate a provision for production of such discovery.

19. **WATER** — This lease does not grant permission, express or implied, to Lessee for water exploration, drilling, or establishing water wells without the written permission of the surface owner. If Lessor is the surface owner, said permission shall not be unreasonably withheld. If Lessee desires to establish or adjudicate any water right for beneficial use on the subject land, any such adjudication or application shall be in the name of Lessor if Lessor is the surface owner. The same shall apply to any noncontributory water rights established on the subject land which may be put to beneficial use off of said land.

20. **DEFAULT** — Upon failure or default of Lessee or any assignee, to comply with any of the provisions or covenants hereof, Lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so covenanted, or possessed, by Lessee so defaulting, but shall not extend to nor affect the rights of any lessee claiming lands segregated by assignment from this lease; provided, that in the event of any such default or failure to comply with any of the terms and conditions hereof, Lessor shall, before any such cancellation shall be made, send by certified mail to Lessee or to the postoffice address of said lessee as shown by the records of Lessor, a notice of intention to cancel for such default, specifying the same, and if within thirty (30) days from the date of mailing said notice, the said lessee shall have paid all rents or royalties in default, and shall have begun in good faith to correct such other default as may have been specified, and shall thereafter diligently prosecute the correction of such default, there shall not be a cancellation therefor. If such default is not corrected, or correction thereof is not begun in good faith as hereinabove required, within thirty (30) days after the mailing of such notice, this lease will terminate and be cancelled by operation of this paragraph without further action by Lessor, or further notice to Lessee.

21. **EXTENSION** — If Lessee shall have failed to make discovery of oil and gas or either of them in paying quantities during the primary term hereof, or during drilling operations commenced during the primary term hereof, Lessee may make written application to Lessor to extend this lease for an additional term of five years as to all of the land covered hereby (excluding any lands theretofore surrendered as in Paragraph 6 provided, or assigned as in Paragraph 7 provided) and the making of such extension shall be at the option of Lessor.

22. **ERRORS** — Every effort is made by Lessor to avoid errors in all procedures including but not limited to auction steps and lease preparation. Lessor shall not be liable for any inconvenience or loss caused by errors which may occur hereunder, unless Lessor immediately upon discovery of any error or discrepancy whatever.

23. **ARCHAEOLOGY** — Lessee shall not destroy, disturb, mar, collect, remove or alter any prehistoric or historic resources on any kind of state lands as provided by law. These resources include but are not limited to all artifacts of stone, bone, shell, or other material, structures, and bones. A discovery of anything of prehistoric or historic nature shall be reported immediately to the State Archaeologist immediately.

24. **DEFINITIONS** — "Paying quantities" as used herein shall mean and refer to quantities of oil and gas or of either of them which are produced in paying quantities for the market or for the use of the same.

HEIRS AND ASSIGNS - The benefits and obligations of this lease shall inure to and be binding upon the heirs, legal representatives, successors or assigns of Lessee; but no sublease or assignment hereof, or of any interest herein, shall be binding upon Lessor until the same has been approved by it as provided for in Paragraph 7 hereof.

IN WITNESS WHEREOF, The party of the first part has hereunto signed and caused its name to be signed by the STATE BOARD OF LAND COMMISSIONERS, with the seal of the office affixed, and Lessee has signed this agreement, the day and year first above written.

STATE BOARD OF LAND COMMISSIONERS

Recommended:

[Signature]
Mineral Director

By *[Signature]* President
By *[Signature]*
By *[Signature]* Secretary

LESSEE

[Signature]
[Signature]
Seal or Authority

ATTEST

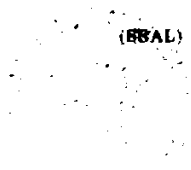
State of Colorado

County of Jefferson

The foregoing instrument was acknowledged before me this 30th day of April, 1984

by Kendall P. Carlson and Lee A. Lair

My Commission Expires 12/5/86



[Signature]
Notary Public
10403 W. Colfax Ave., #520
Lakewood, Colorado 80215

FROM
[Signature]
TO
[Signature]

STATE OF COLORADO
COUNTY OF MORGAN
146

newly verify that this instrument was
recorded in my office at 7:46 o'clock
MAY 29 1984 and is
recorded in Book 856 Page No. 191
By *[Signature]* Recorder
[Signature] Deputy
FEES \$ 12.00

[Handwritten notes]
10403 W. Colfax Ave.
Lakewood, CO 80215

ORDER OF BOARD OF COUNTY COMMISSIONERS.

Order Declaring all Section and Township lines on the Public Domain of the United States in Morgan County, to be Public Highways, etc., passed by the Board of County Commissioners April 12, 1907.

"WHEREAS, Section 2477 of the Revised Statutes of the United States provides: 'The right of way for the construction of highways over public lands not reserved for public use is hereby granted', and,

"WHEREAS, By virtue of an act of the General Assembly of the State of Colorado, entitled: 'An act to Amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled, 'Roads and Highways,' approved April 7, 1885, it is provided, 'The Commissioners of the County may at any regular meeting by an order of the Board declare any section or township line on the public domain a public highway, and on and after the date of such order, it shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds. The road so laid out shall be a public highway. And,

"WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain, within the limits of the County of Morgan.

"IT IS HEREBY ORDERED, By the Board of County Commissioners of the County of Morgan, that all section and township lines on the public domain of the United States, within the County of Morgan and State of Colorado, to-wit: In townships 1-2-3-4-5 and 6 north in ranges 55;56,57,58,59, and 60 west of the sixth principal meridian; be, and the same hereby are declared to be the center of public highways or County roads, which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and townships lines. And,

"BE IT FURTHER ORDERED, That a duly certified transcript of the order and action of this Board concerning said public highways, duly attested by the Clerk of this Board under the seal of the County of Morgan, shall be forthwith prepared and recorded in the office of the County Clerk and Recorder of Deeds of Morgan County, Colorado. And,

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

STATE OF COLORADO)
COUNTY OF MORGAN) SS: .

I, J.F. Arbuckle, County Clerk and Recorder and Ex.Officio Clerk of the Board of County Commissioners of the County of Morgan in the State of Colorado, do hereby certify that the above and foregoing is a true and correct copy of the order duly passed by the Board of County Commissioners of said County at a regular meeting thereof held on the 12th day of April A.D. 1907.

Witness my hand and the seal of said County this 6th day of May A.D. 1907.



J. F. Arbuckle
County Clerk and Recorder and Ex.officio
Clerk of the Board of County Commissioners.

No. 25157 This instrument was filed for record at 4.10 o'clock P.M. May 6th, 1907.
J. F. Arbuckle.....Recorder.



Mountain Bell

Denver, Colorado
September 24, 1981

Mr. Clifford Garver
Morgan County Clerk/Recorder
P. O. Box 899
Fort Morgan, Colorado 80701

RECEPTION NO. 655765 RECORDED OCT 02 1981
8:30 O'CLOCK 14 M. FAY A. VONDY, RECORDER

Dear Mr. Garver:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures
for the Protection of Underground Facilities from Damage Caused
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General
Assembly of Colorado, we are providing you with the following
information:

- 1. Name of Operator of Underground Facilities:

Mountain Bell

- 2. Area Served by Mountain Bell:

See attached map

- 3. Telephone Number of Location Center:

226-6310

- 4. Job Title of Location Center Supervisor:

Assistant Manager

- 5. Address of Location Center:

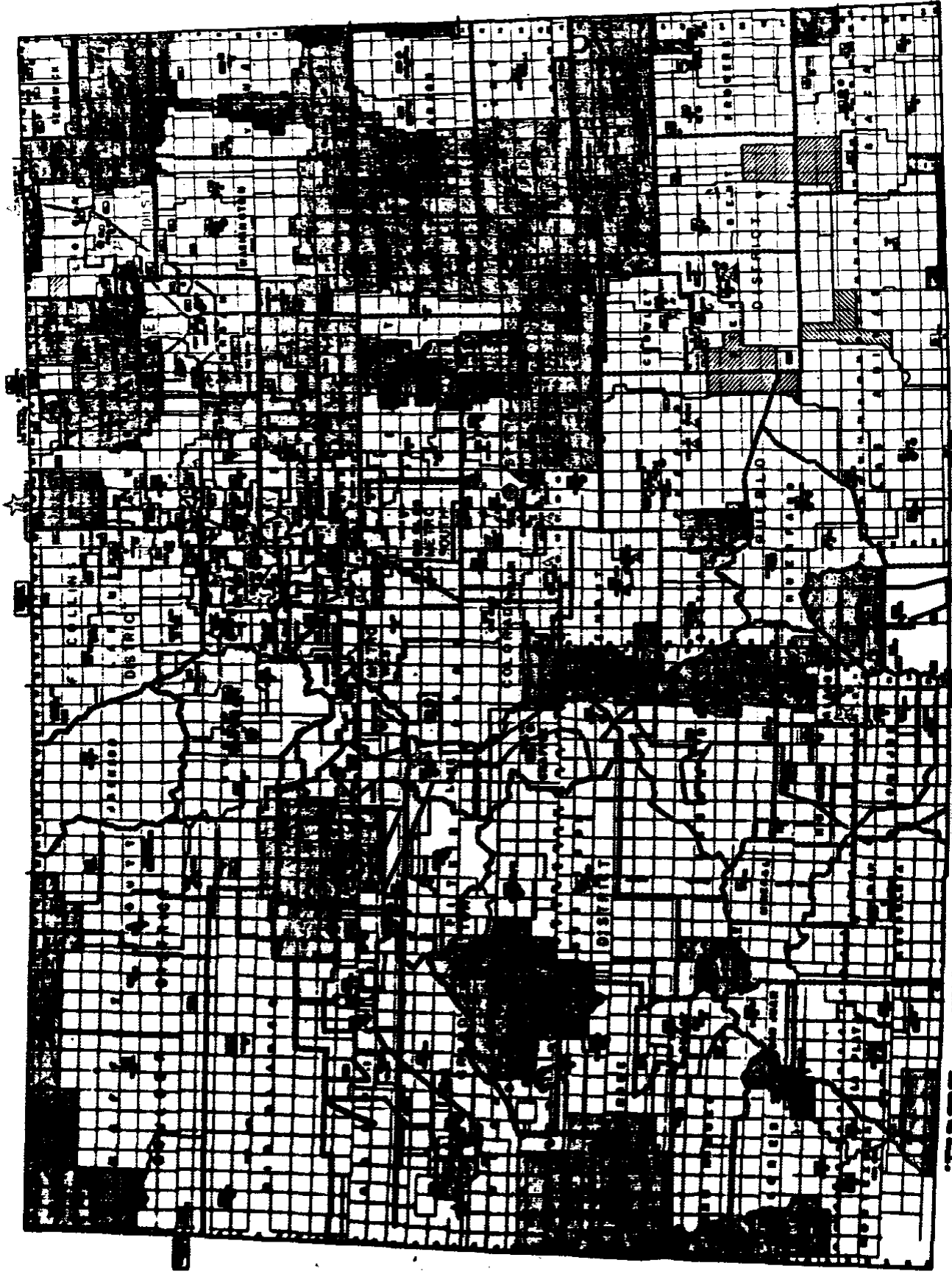
4620 S. College Avenue
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,
please contact Mike Ragan on 624-6409.

Yours truly,

K. C. Lange
District Staff Manager-Distribution Services

Attachment



New Mountain Bell Territory



Public Service Company of Colorado

RECEPTION NO. 655775 RECORDED OCT 02 1981
3:10 O'CLOCK 7 M. FAY A. VONDY, RECORDER

September 22, 1981

Mrs. Faye Vondy
 Morgan County Clerk
 Ft. Morgan, CO 80701

Dear Mrs. Vondy:

In order to comply with Senate Bill No. 172-1981 and Colorado Revised Statute (CRS) 9-1.5-300, I would like to inform you of the operating area of the Brush District, High Plains Division, Public Service Company of Colorado.

Public Service Company of Colorado has overhead and underground electric facilities along with gas distribution facilities located in the following townships in Morgan County; T5N-R55W, T5N-R59W, T4N-R55W, T4N-R56W, T4N-R57W, T4N-R58W, T4N-R59W, T3N-R55W, T3N-R56W, T3N-R57W, T3N-R58W and T3N-R59W. We serve the following communities within the before mentioned townships; Hillrose, Snyder, Weldona, Log Lane and Brush.

As District Manager, I can be reached at 300 Clayton Street, Brush, CO 80723, telephone number 842-2816 regarding necessary information concerning the location of underground facilities within our operation district.

Please feel free to contact me at your convenience should you require further information on this subject.

Sincerely,

Kurt Cornum
 Kurt Cornum, District Manager
 High Plains Division

KC:ENP:vrs

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)
CONCERNING UNDERGROUND FACILITIES OF
MORGAN COUNTY RURAL ELECTRIC ASSOCIATION

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Morgan County Rural Electric Association hereby gives notice of the following information:

1. Morgan County Rural Electric Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of electricity.

2. At the time of this filing, Morgan County Rural Electric Association has underground facilities located within the following area served, within said Morgan County and State of Colorado to wit:

Townships 1, 2, 3, 4, 5 and 6 North in Ranges
55, 56, 57, 58, 59 and 60 West of the 6th P.M.

3. Notice is given that Morgan County Rural Electric Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Morgan County Rural Electric Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: John W. Zambo
Job Title: Engineer
Address: 20169 Hwy. 34
P.O. Box 738
Fort Morgan, Colorado 80701
Telephone No.: (303) 867-5688

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Morgan County Rural Electric Association at the same address and telephone number.

DATED as of the 1st day of October, 1981.

MORGAN COUNTY RURAL ELECTRIC
ASSOCIATION

By: Everett B. Channing
General Manager

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

HOMESTEAD CERTIFICATE No. 5915
 APPLICATION 21437 } *Wirtas*, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver, Colorado whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN;" and the acts supplemental thereto, the claim of George K. Merritt Assignor to Josiah S. Conroy of Black has been established and duly consummated, in conformity to law, for the South half of the South East quarter of Section three in Township three North of Range fifty nine West of the Sixth Principal Meridian in Colorado containing eighty acres

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said George K. Merritt the tract of land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said George K. Merritt 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. ^{As they are reserved from the lands hereby granted a right of way therefor for ditches or canals constructed by the authority of the United States.}

In Testimony Whereof, I, J. Rossvelt 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 Seventeenth day of December, in the year of our Lord one thousand eight hundred and thirty, and of the Independence of the United States the one hundred and twenty eight.



BY THE PRESIDENT: J. Rossvelt
 By J. M. McKeon Secretary.
C. H. Bush Recorder of the General Land Office.

Recorded, Vol. 5, Page 241

Filed for Record the 2nd day of January A. D. 1904, at 10:15 o'clock A. M.

J. W. M. Curdy
Recorder

No. 16886

By _____ Deputy.



THE UNITED STATES OF AMERICA,

Certificate No. 12970

To all to Whom these Presents shall come, GREETING:

Whereas, Charles A. Pisk Morgan County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Danvers Colorado

whereby it appears that full payment has been made by the said Charles A. Pisk

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for

The North half of the North West quarter of section eleven and the North half of the North East quarter of section ten in Township three North of Range fifty-nine, West of the sixth Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Charles A. Pisk

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Charles A. Pisk

and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Charles A. Pisk

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.

In Testimony Whereof, I, Benjamin Harrison 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 thirteenth day of August in the year of our Lord one thousand eight hundred and thirty-one, and of the Independence of the United States the one hundred and eighty-eighth



BY THE PRESIDENT: Benjamin Harrison
By Kellen Masfanello Secretary

J. R. Conard Recorder of the General Land Office
ad interim

Recorded, Vol. 22 Page 1970

Filed for Record the 4th day of November A. D. 1891, at 9:20 o'clock A. M.

Dyer D. Briskell
Recorder

No 2756

By _____ Deputy

THE UNITED STATES OF AMERICA.

Aug 3 1920

Serial 022920

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

Morris Campbell

has been established and duly consummated, in conformity to law, for the North half of the southeast quarter of section three in Township three north of Range fifty nine west of the sixth Principal Meridian, Colorado, containing eighty acres.

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

Now Know Ye, That there is, therefore, granted by the United States unto the said claimant...the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant...and to the heirs and assigns of the said claimant...forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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

Given Under my hand, at the City of Washington, the twenty eighth day of July, in the year of our Lord one thousand nine hundred and twenty and of the Independence of the United States the one hundred and forty fifth.

By THE PRESIDENT: Woodrow Wilson

By M. P. Leary SECRETARY.

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



Recorded: Patent Number 754157

Filed for Record the 21 day of Aug A. D. 1920, at 11:20 o'clock AM

COMPARED BY A. H. Cassius RECORDER.

No. 103220 By Leland Powers DEPUTY.

ROAD-VIEWER'S REPORT.

To the Honorable Board of County Commissioners of 716. 1 year. County, Colorado.

GENTLEMEN:—Your viewers appointed on the 15th day of June 1901, to view a county road prayed for in a certain petition presented to your Honorable body on the above named day and date a copy of which has been received by us, viz: Commencing at the proposed County Road on half Section 33 in Section 33 in Township 4 N. R. 6 E. T. 6 N. 6 E. of the South Bank of South Platte River being about one mile in length.

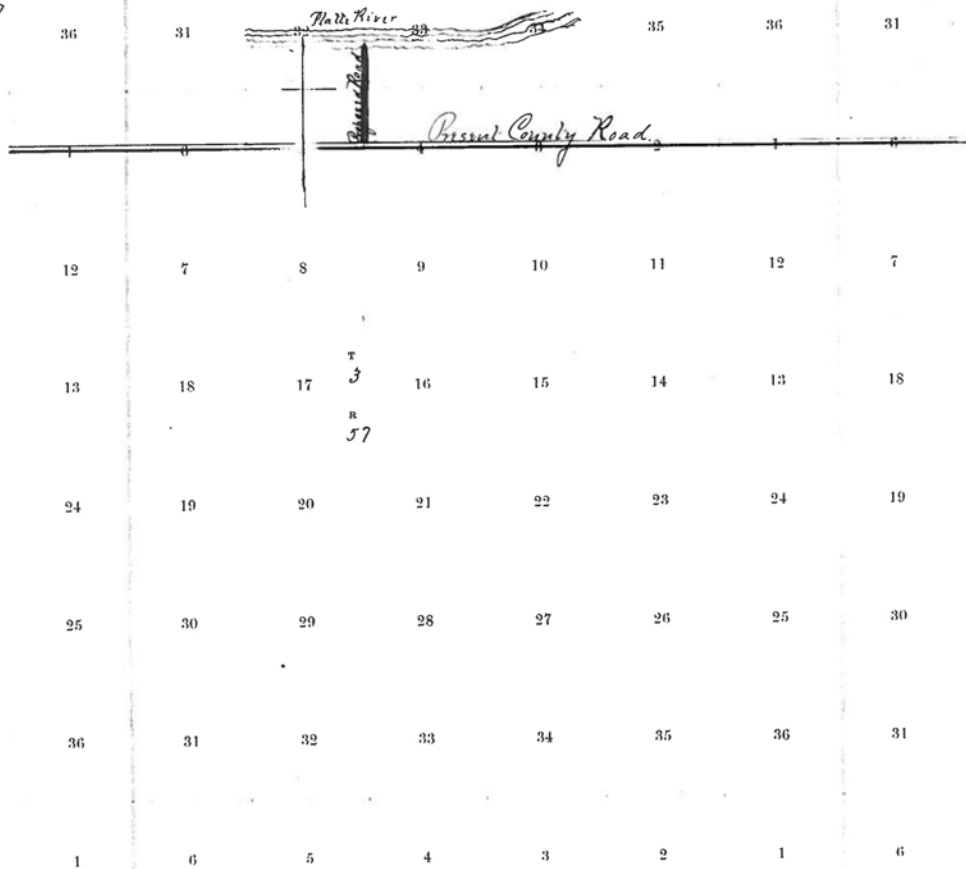
Respectfully submit the following report, to-wit: After receiving our authority to act, we met at the starting point of said proposed road, on the 20th day of June 1901, at the hour of 10 o'clock A.M., being the time and place specified in our appointment, and proceeded to view the road prayed for in said petition, as follows: We commenced at the starting point named in said petition, and run North to said Termination as described above.

The last named point being the terminus thereof, and the road as above laid out and viewed being over the most practicable route which we in our judgment can find. We found it necessary to make the following changes in the proposed route as prayed for, viz:

We found it best to cut the width of said Road for the first 80 Rods from starting point to 40 feet.

We have caused to be surveyed and platted, and have herein embodied a plat of said road as viewed by us, and which forms a part of this report as shown by the following map:

S 4
R 57



MORGAN COUNTY

SPECIAL FILE

No. 21

Special File No. 6512

Filed July 11, 1896

ARKS:

OUT WEST PRINTING AND STATIONERY CO., COLORADO SPRINGS, COLO.

*Map, sworn statement
and field notes of
"the Ripon Reservoir and
canal system"*

No. 6512

STATE OF COLORADO } ss.
County of Morgan.

I hereby certify that this instrument was
filed ~~recorded~~ in my office at 8:30 o'clock
A. M. July 11, 1896
at Rocky Mountain
County of Morgan
By J. A. [Signature] Recorder.
Deputy.

THE BIJOU CANAL.

First:- The Bijou Canal is to be taken from the right bank or east side of the Bijou Creek, from which stream it is to divert its supply of water. Its headgate is located at a point (Station C) N. $39^{\circ}43'$ E. 2900 feet to the North east, corner of Section 5, Township 2, North, of Range 59 West, in Morgan County, Colorado.

Second:- Said Canal is to be 100 feet wide, on the bottom, for the first 4900 feet, and thereafter its width will be 65 feet, to its terminus in reservoir No. 1. The entire distance is 19,361 feet. It is to carry a depth of 10 feet of water. Grade 2.11 feet to the mile, slopes $1\frac{1}{2}$ to 1, carrying capacity 3000 cubic feet per second.

Third:- Work was begun on this canal and on the reservoirs named by commencing the present survey and relocation of these ~~canals and ditches~~ on April 14, 1896, and has since been continued actively and vigorously.

Fourth:- The general course of said supply canal from its headgate is through section 5, Township 2 North, Range 59 West, into Township 3 North, Range 59 West, thence through sections 32, 29 and 28 into section 31, where it terminates in Reservoir No. 1 at a point shown on map and described in the field notes.

-3-

RESERVOIR DATA--HIGH WATER LINE--

NAMES	ACRES AREA	TOTAL DEPTH	AVERAGE DEPTH	AVAILABLE CUBIC FT.	STORAGE CAPACITY ACRE FEET.
Res.No.1	341.6	26'	14.5'	152,024,400	3,490
Res.No. 2	44.7	8'	3.7'	46,391,400	165
Res.No.3	291.4	23'	9.7	141,621,400	2,815
Res.No. 4	1321.5	35'	12'	691,518,000	15,875

For all of which water and capacity claim is hereby made. The initial points of survey of each of said reservoirs and the termini of their inlet and outlet canals or ditches are all shown on the attached map and are fully described in the accompanying field notes.

All of said reservoirs will derive their supply of water from the Bijou Creek. They may also be filled by a line of canal to be built from the South Platte River. Reservoir No. 4, also derives a part of its supply from the Sand arroya--a dry creek, having no channel into the South Platte River.

LOCATION OF RESERVOIRS.

As shown on attached map, all of said Reservoirs are located in Township 3, North, of Range 59 West, excepting reservoir No. 4, which covers a few acres in Township 2, North, Ranges 58 and 59 West, in Morgan county, Colorado. A more particular description is as follows:--

RESERVOIR NO. 1.--Lies almost entirely in Section 21, a small

RESERVOIR NO. 2.--lies entirely in the Southwest quarter of Section 9 and the North-west quarter of Section 16.

RESERVOIR NO. 3.--is located in the South half of Section 9, the South-west quarter of Section 10, the North-east quarter of Section 16, and the North-west quarter of Section 15--a very small portion thereof extending into the North east and South-west quarters of Section 15.

RESERVOIR NO. 4--is located in the South part of Section 22, in the South-west part of Section 25, covers all the South-east quarter and parts of the rest of Section 26, part of the North half and South-west quarter of Sections 27 and 35, and a considerable part of Section 36, all in Township 3, North, Range 59 West. It also covers a few acres in the North-west quarter of Section 6, Township 2 North, Range 58 West and in the North-east quarter of Section 1, Township 2, North, Range 59 West.

RESERVOIR INLET AND OUTLET DITCHES.

FROM	TO	LENGTH FEET	BOTTOM WIDTH	DEPTH OF WATER	SLOPE CAR-BANKS	GRADE MILE	PERCAPACITY CU. FT. PER SEC.
Res. No. 1	to R. #2	7370	30'	6'	All	8'	2,000
Res. #1	Res. #4	2040	40'	8'		50'	
Res. #2	Res. #3	290	20'	6'	1-1/2	50'	
Res. #3	End	2450	20'	6'		3'	
Res. #4	Outlet	<u>8</u> Miles	30'	4'	to	1.056	

The heads, courses and termini of these ditches are all shown on the attached map and field notes, excepting the latter, they all lie entirely in Township 3, North, Range 59 East, excepting the outlet canal, or ditch from Reservoir No. 4. The transit lines or land corners of that survey have not yet been fully tied in for mapping.

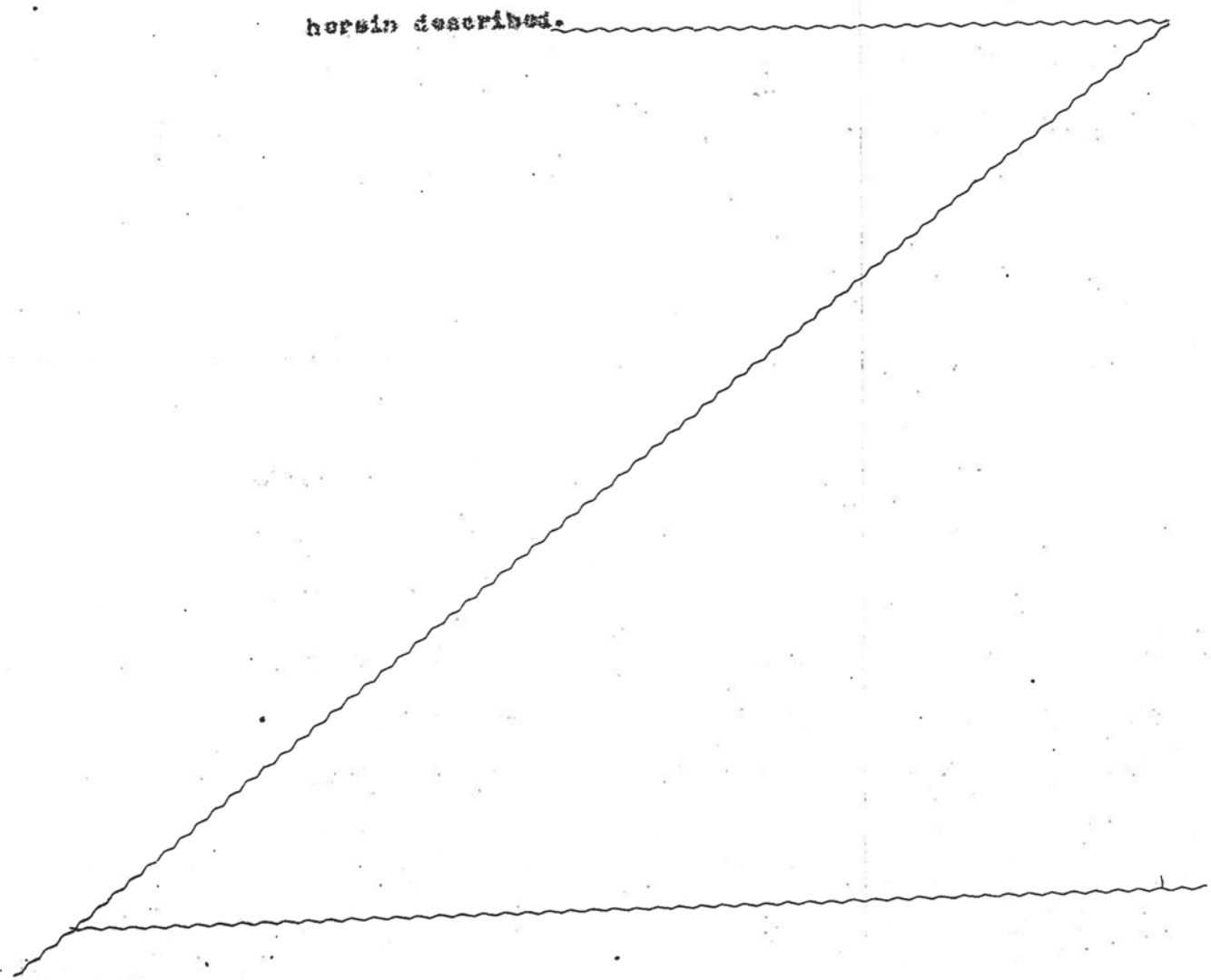
CLAIMS.

The owners of the within described reservoirs and canals, being a part of the Bijou Reservoir and Canal System hereby claim all of the unappropriated waters of the Bijou Creek, and of all its tributaries, and all of the waters of the Sand Arroya, so called, of every kind and nature, at all seasons, for the storage of the same in the aforesaid reservoirs and for their withdrawal^{al} and conveyance therefrom, for beneficial purposes, for domestic use, for irrigation, and for such mechanical uses as will not waste said waters, nor prevent their use also for domestic and agricultural uses.

They make claim to these waters, both by reason of their own surveys and work begun and under the previous work, claims and surveys made and herein referred to, bearing date April 2, 1895.

And, in the prosecution of the surveys, construction, operation and maintenance of the said Canals and Reservoirs, and of their

entire ^{and Canal} Bijou Reservoir System, they claim the right to associate others with them, or in such co-operation with others they may incorporate as a body corporate, under the laws of the State of Colorado, in order to more effectually secure their claims made herein and to bind, enforce and maintain the same by carrying out fully the projects herein described.



IN WITNESS of the within described work and claims, we
have hereunto set our hands and seals this 9th day of June,
A.D., 1896.

George K. West (Seal)
Abmild Campfield (Seal)

State of Colorado)
+ ss.
County of Weld)

George H. West, Daniel A. Campfield and

Peter J. Preston, being first duly sworn on their oaths depose and say:-

That they were each and all engaged on the survey of said Canals and Reservoirs; that they have each read the above and foregoing statement, and have examined the map, and field notes thereto attached, and that the matters therein set forth are true of their own knowledge.



George H. West
Daniel A. Campfield
Peter J. Preston

Subscribed and sworn to before me this 7th day of June,

A.D., 1896.

My Commission expires May 13, 1897

Vernon McKevey

NOTARY PUBLIC.

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Field Notes of Survey of
 THE BIJOU RESERVOIR AND CANAL SYSTEM
 in Morgan County, Colorado.

This survey was begun April 14, 1896, by Porter J. Preston, C.E., Louis L. Stimson, C.E. and others, for the use and benefit of George H. West and Daniel A. Canfield, of Greeley, Colorado, the owners of said irrigation system. An 18" Buff + Berger level and 10" transit with $3\frac{1}{2}$ inch needle, vernier reading to single minutes, were used on this work.

All distances were measured with 100' steel tape and the lines were staked throughout. Courses were by true bearing. Magnetic variation $14^{\circ} 7' E.$ used on land lines and $\text{Var } 14^{\circ} 30' E$ on Res. and Canal lines.

BIJOU SUPPLY CANAL.

Beginning work on the east bank of the Bijou Creek, at Station C, a point that bears N. $39^{\circ} 45' E.$, 2900' to the N.E. cor. of sec. 5, Twp. 3, North, Range 59 West, proceeded as follows:

Thence	Course	Distance	To Station	Number
"	N. $8^{\circ} 25' E.$	1700'	" "	17
"	N. $11^{\circ} 34' E.$	570'	" "	17+570

.....

Thence	Course	Distance	To Station	Number.
"	N. 11°56' W.	900'	" "	19
"	N. 8°10' E.	1000'	" "	20
"	N. 31°51' W.	300'	" "	21
"	N. 57°17' W.	600'	" "	22
"	N. 33°09' W.	700'	" "	23
"	N. 6° 4' E.	1000'	" "	24
"	N. 0° 49' E.	619.4'	" "	24+619.4
Intersects section line 173.5' W. of quarter cor. to secs.				
29 and 32, T. 3 N., R. 59 W.				
"	N. 43' E.	160.6'	" "	25
"	S. 1° 5' E.	200'	" "	26
"	N. 15°32' E.	1000'	" "	27
"	N. 22°30' E.	1000'	" "	28
"	N. 41°15' E.	900'	" "	29
"	N. 70°4' E.	1000'	" "	30
"	N. 71°1' E.	400'	" "	31
"	N. 42°15' E.	434.7'	" "	31+434.7.
Intersect sec. line 916.6' S. of cor. to				
Secs. 30, 31, 28 and 29, T. 3 N., R. 59 W.				
"	N. 49° 5' E.	375.3'	" "	32
"	N. 30°13' E.	477'	" "	33
"	S. 26°16' E.	576.5'	" "	34
"	S. 50° 12' E.	607.6'	" "	35
"	S. 39°47' E.	1189.6'	" "	36
"	N. 15°33' E.	797'	" "	37

Thence	Course	Distance	To Station	Number
	Intersects sec. line, 2625' E. of cor. to secs. 20, 21, 28 and 29, T. 3 N., R. 59 W.			
"	N. 7° 36' E.	617.3'	" "	38
"	N. 16° 26' E.	120'	" "	39
	to its terminus on water line of Reservoir No. 1, at Sta. 30+110 on said Reservoir survey, and at a point that bears S. 75° 40' W. 2800' to the cor. of secs. 20, 21, 28 and 29, T. 3 N., R. 59 W.			

BIJOU RESERVOIR NO. 1.

The terminus of the Inlet Canal for supplying this reservoir is at a point--Station 0--that bears S. 75° 40' W. 2800' to the cor. of secs. 20, 21, 28 and 29, T. 3 N., R. 59 W., being at Station 30+110, on the survey of the water line of said reservoir.

The Outlet Canal: of said reservoir, heads at a point on said reservoir water line (Sta. 0+100 of the survey thereof) at a point that bears N. 31° E. 2740' to N.E. cor. of Sec. 21, T. 3 N., R. 59 W.

The initial point of survey of said reservoir, Station 0, is a point that bears N. 33° 40' E. 2760' to N. E. cor. of sec. 21, T. 3 N., R. 59 W.

~~The initial point of survey of said reservoir, Station 0, is at a point that bears N. 33° N. R. 59 W.~~

The points of intersection of section lines on the public survey,

Sta. 4+240.6 intersects Sec. line 1629.3' S. of 1/4 cor. to
secs. 21 and 22, T. 3 N., R. 59 W.

Sta. 6+500 intersects Sec. line 685' E. of cor. to Secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 7+220 intersects Sec. line 574' E. of cor. to secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 8+79.8 intersects Sec. line 375' E. of cor. to secs. 21,
22, 27 and 28, T. 3 N., R. 59 W.

Sta. 9+577.6 intersects Sec. line 489.4' S. of cor. to secs.
21, 22, 27 and 28, T. 3 N., R. 59 W.

Sta. 10+122.6 intersects Sec. line 725.7' S. of same cor.

Sta. 13+97.5 intersects Sec. line 1255' S. of same Sec. cor.

Sta. 17+427.2 " " " 1020.4' W. of said sec. cor.

Sta. 21+82.7 " " " 1109.5' W. " " " "

Sta. 24+57.6 " " " 1320.4' W. " " " "

CANAL FROM RESERVOIR NO. 1 TO RESERVOIR NO. 2.

Head of this Canal is given above, being Outlet Canal
from Res. No. 1. The terminus is Sta. 6 on survey of water
line of Res. No. 2, being at a point whence the N.E. cor. of
Sec 16, T. 3 N., R. 59 W. bears N. 45° E. 2150'

The located line of this canal at Sta. 8+656 intersects
Sec. line 1800.5' E. of cor. to Secs. 16, 17, 20 and 21, T. 3
N., R. 59 W.

BIJOU RESERVOIR NO/ 2.

Head of Outlet Canal is at Sta. 20, of survey of the high water line of this Res. being at a point whence the S.E. Cor. of Sec. 16, T. 3 N., R. 59 W. bears S. 27°30' E. 6460'.

The Initial Point of Survey of this Res., Sta. 0, is at a point that bears S. 36°40' E. 5200' to S.E. cor. of Sec. 16, T. 3, N., R. 59 W.

The survey line of this reservoir, being the high water line, intersects the section lines of the U.S. surveys as follows:

Sta. 11+425.7 intersects Sec. line 1058' E. of cor. to secs. 6, 9, 16 and 17, T. 3 N., R. 59 W.

Sta. 23+247.1 intersects sec. line 918.7' W. of 1/4 cor. to secs. 9 and 16, T. 3 N., R. 59 W.

Canal from Res. No. 2 to Res. No. 3. starts at Sta. 20 on survey of Res. No. 2 and ends at Sta. 40 on survey of Res. No. 3. It is 800' long, and crosses the N. and S. center line of Sec. 9, T. 3 N., R. 59 W.

Rijou Reservoir No. 3.

The Supply Canal for this Res. (from Res. No. 2) ends at Sta. No. 30, on survey of its high water line, being at a point whence the S.E. cor. of Sec. 16 T. 3 N., R. 59 W. bears S. 20° E. 6380'.

The ^{Initial} point of survey of this Res. Sta. 0, is at a point that bears N. 81° 20' E. 1380' to the S. 1/4 cor. of Sec. 16, T. 3 N., R. 59 W.

Sta. 31+49.6 intersects Sec. line 681.5' N. from
1/4 cor. to Secs. 15 and 16, T. 3 N., R. 59 W.

Sta. 36+138.5 intersects Sec. line 874.7' E. of
1/4 cor. to secs. 9 and 16, T. 3 N., R. 59 W.

Sta. 54+356' intersects Sec. line 527.2' S.
of 1/4 cor. to secs. 9 and 10, T. 3 N., R. 59 W.

Sta. 56+2140.7 intersects Sec. line 1476.8' W. of
1/4 cor. to Secs. 10 and 15, T. 3 N., R. 59 W.

The outlet Canal from this reservoir is 2450'
long. It heads near Sta. C, on the Reservoir survey
line at a point that bears S. 87° E. 1460' to the
S. 1/4 cor. of Sec. 10, T. 3 N., R. 59 W.

It terminates at a point whence the same cor. bears
S. 15° E. 2430'.

SUPPLY CANAL TO RESERVOIR NO. 4,

From Res. No. 1, heads at Sta. B+250 on survey
line of latter Reservoir, being at a point whence the N.E. cor.
of sec. 21, T. 3 N., R. 59 W. bears N. 9° 50' E. 3180'. It is
2040' long and at Station B+300 intersects Sec. line 606.5' S.
from 1/4 cor. to Secs. 21 and 22, T. 3 N., R. 59 W. It
terminates at Sta. 5B1 on the survey of the high water line
of Res. No. 4 at a point whence the N.E. cor. of Sec. 21,
T. 3 N., R. 59 W. bears N. 14° 10' W. 4305'.

BIJOU RESERVOIR NO. 4:

Head of Supply Canal is given just above--being at Sta. 951, on water line of this Reservoir.

The initial point of survey of this Res., Sta. 0, is at a point which bears N. $42^{\circ}20'$ E., 3100' to the S.E. cor. of sec. 23, T. 3 N., R. 59 W. The high water line of this Res. as surveyed, intersects the sec. lines of the U.S. Survey as follows:

Sta. 11+155.3 intersects sec. line 2213' E. of S.E. cor. of Sec. 25, T. 3 N., R. 59 W.

Sta. 29+332.8 intersects Town. line 147' E. of cor. to Tps. 2 and 3 N., Ranges 58 and 59 W.

Sta. 31+7.5 intersects Range line 522.5' S. of said township corner.

Sta. 36+787 intersects Range line 1929.5' S. of same township cor.

Sta. 43+475.8 intersects Town. line 1442.4' E. of the same Township cor.

Sta. 97+134.9 intersects sec. line 1756.6' N. from cor. to secs. 35, 36, 1 and 2 on Town. line.

Sta. 140+77.7 intersects sec. line 2415.5' E. of cor. to secs. 26, 27, 34 and 35, T. 3 N., R. 59 W.

Sta. 156+252.5 intersects Sec. line 1848.4' N. of cor. to secs. 26, 27, 34 and 35, T. 3 N., R. 59 W.

Sta. 168+151.4 intersects sec. line 1475' N. of same Sec. cor.

Sta. 170+258 intersects sec. line 1146.2' N. of same sec. cor.

Sta. 173+199.3 intersects sec. line 762' N. of same sec. cor.

Sta. 175+174.2 intersects sec. line 542' N. of same corner.

Sta. 243+137 intersects sec. line 662.3' E. of 1/4 cor.

to secs. 22 and 27, T. 3 N., R. 59 W.

Sta. 271+7.7 intersects Sec. line 1448.3' W. of cor. to
secs. 22, 25, 26 and 27, T. 3 N., R. 59 W.

Sta. 280+154.2 intersects sec. line 1102.2' S. of same sec.
cor.

Sta. 282+140 intersects sec. line 1437' S. of same sec. cor.

Sta. 283+122.5 intersects sec. line 1623' S. of same sec. cor.

Sta. 305+474.4 intersects sec. line 3193.2' S. of cor. to
secs. 23, 24, 25 and 26, T. 3 N., R. 59 W.

OUTLET CANAL FROM RESERVOIR NO. 4.

The outlet Canal from this Reservoir heads near Sand
Arroyo, and near Sta. 0 on the Reservoir survey line, at a
point whence the N.W. cor. of Sec. 25, T. 3 N., R. 59 W. bears
N. 33° 30' W. 2900'.

I hereby certify to the foregoing field notes,
facts and data, as being taken from our original field notes
of the survey of said Bijou Reservoir and Canal System.

Pat J. Ruston
Civil Engineer.--

The Bijou Reservoir and Canal Co.
to
Whom it may concern

MAP AND STATEMENT

Dated -----
Filed July 19, 1889 at 3:30 P.M.
Special File No. 3

Subscribed and sworn to July 16, 1889 by J. E. Brown, President of The Bijou Reservoir & Canal Company before H. E. Churchill, Notary Public for Weld County, Colorado, Seal.

Name - The Bijou Reservoir and Canal Company's Canal

Supply of water to be taken from South Platte River with feeders to be taken from Kiowa & Bijou Creeks.

Headgate is locted on the South bank of the South Platte River in the SE $\frac{1}{4}$ of Sec.12, Twp. 4 N., Rge. 63 W. at a point bearing from the NW corner of said Sec.12 to said head 33° E. 5800 feet.

Thence in a Southeasterly direction to a point from which the corner of Sec.13 & 24-3-57 and Secs. 18 & 19-3-58 bears S. 87° E. 2400 ft.

Width - 20 to 40 feet; Depth - 6 feet;

Slope - $1\frac{1}{2}$ to 1.

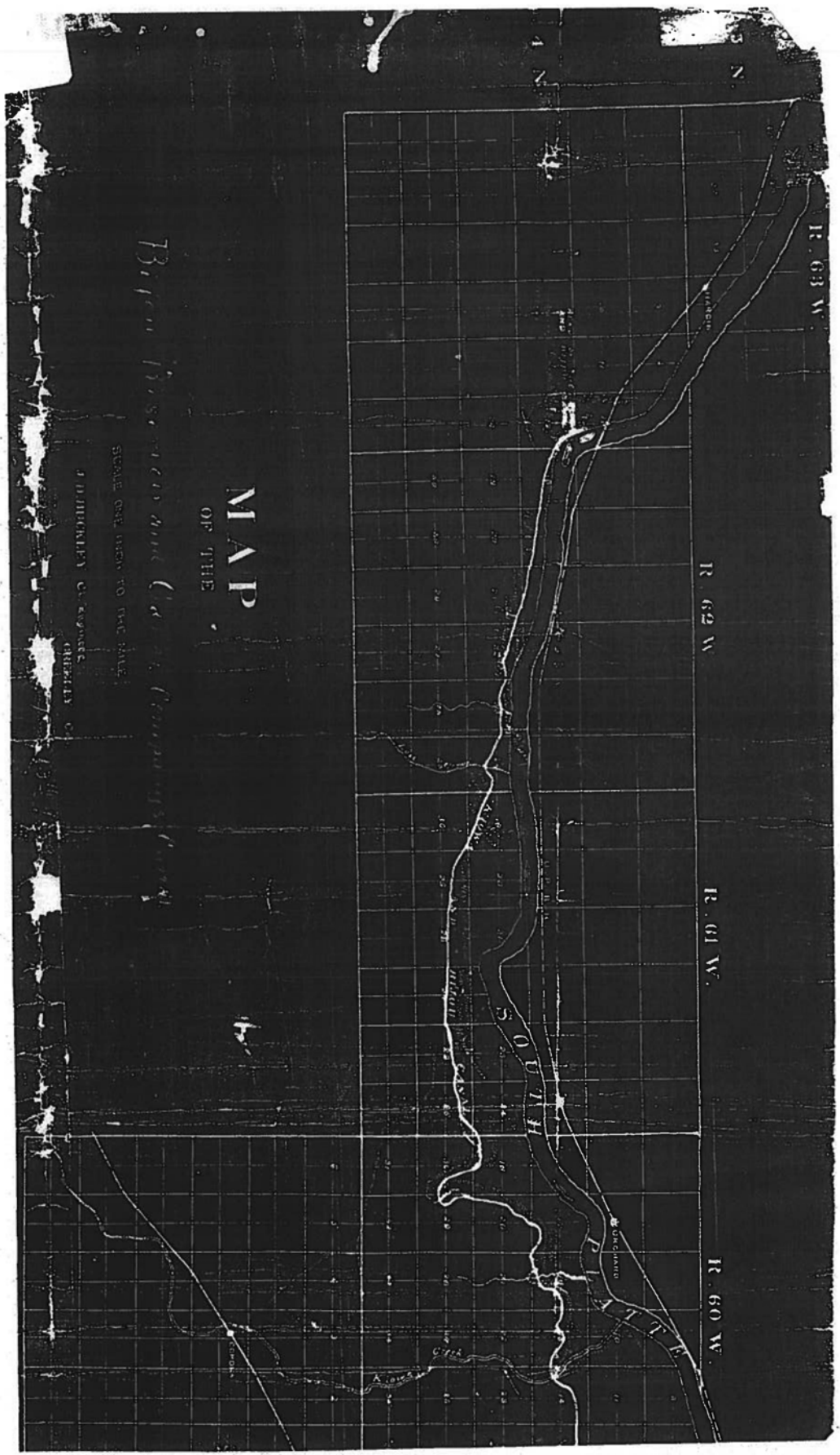
Grade - $1\frac{1}{2}$ to 2.11 feet per mile. Capacity 450 cu. ft. per second

Work was Commencing Oct. 1, 1888.

Signed: The Bijou Reservoir & Canal Company

By J. E. Brown-----

(See Photo copy attached)





Map and Sworn Statement of
Claim to
The Baker Reservoir and
Canal System.

No. 7429.

STATE OF COLORADO,
County of Morgan,) ss.

I hereby certify that the instrument

is recorded in my office at 9:40

a. August 1897

W. J. Anderson

501 E. Park

Special
File # 21

24 7

Location Certificate of Canal Headgate Right of Way, Water
Rights and Appropriation.

KNOW ALL MEN BY THESE PRESENTS, MAY CONCERN; That Abner S Baker,
a Citizen of the United States, and resident of Morgan County Colorado
does hereby declare and Publish as a legal Notice to all the World,
that he has a valid right to the occupation, possession and
enjoyment of all and singular, that tract or parcel of land situate
lying and being in the Counties of Morgan and Weld and State of
Colorado, for ditch and Irrigation purposes, as hereinafter described
and in compliance with the laws of the State of Colorado, he does
hereby make for filing in the proper Offices, his Statement of his
said Canal, as follows.

That the name of the owner of said Canal Head gate Dam
Right of Way and water Appropriation, and franchises is, Abner S Baker.

That the name of the party claiming appropriation of water
for the Construction and operation thereof is Abner S Baker.

That the ~~address~~ Post Office address of said owner
Abner S Baker is Fort, Morgan, Morgan County Colorado.

That the name of said Canal, is the Baker Reservoir and
Canal System, and that the same consists of one Principal Canal for
the Irrigation of the lands lying thereunder and adjacent thereto
and hereinafter described and derives its supply of water from the
South Platt River, for such
Reservoir purposes, for Domestic and other beneficial uses.

That the name of the natural stream from which said Canal
derives and is to derive its supply of Water is the South Platt
River in Weld County Colorado, and its tributaries and water sheds.
and the appropriations hereby claimed consists of all water flowing and
to Flow in said stream from whatever source derived or collected
during all times and seasons of the year, except that consumed by

24 2

prior legal appropriations, and that said Canal, ditch, and also headgate are more particular described as follows, to wit:

The headgate of said canal is located and to be constructed on the South bank of the South Platte River, in the Southeast quarter of Section twelve (12) in Township Four (4) North of Range sixty three (63) West, in Weld County, Colorado.

That the general course of said ditch

is: Commencing at the headgate thereof, running thence East through Sections Twelve (12), Thirteen (13), Eighteen (18), Seventeen (17), Sixteen (16), Twenty one (21), Twenty two (22), Twenty three (23) and Twenty four (24) in Township Four (4) North of Range Sixty two West; thence through Sections Nineteen (19), Thirty (30), Twenty nine (29), Twenty eight (28), Twenty seven (27), Twenty six (26), Twenty five (25), Twenty four (24) in Township Four (4) North of Range Sixty one (61) West; thence through Sections Nineteen (19), Thirty (30), Twenty nine (29), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Fourteen (14) and Thirteen (13) in Township Four (4) North of Range Sixty (60) West; thence through Sections Eighteen (18), Seventeen (17), Twenty (20), Twenty one (21), Twenty eight (28) and Thirty three (33) in Township Four (4) North of Range Fifty nine (59) West; thence through Sections Four (4), Three (3), Ten (10), Eleven (11), Fourteen (14), Twenty three (23), Twenty four (24) in Township Three (3) North of Range Fifty nine (59) West; thence through Sections Nineteen (19), Twenty (20), Twenty nine (29), Twenty eight (28), Twenty seven (27), Twenty six (26) and Thirty five (35) in Township Three (3) North of Range Fifty eight (58) West; thence through Sections Two (2), One (1), Twelve (12) and Thirteen (13) of Township Two (2) North of Range Fifty eight (58) West; thence through Sections Eighteen (18) in Township

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two (2) North of Range Fifty Seven (57, West to the Little Beaver or Badger Creek in Morgan County Colorado, where said main Canal is to end and waste, as is more fully shown upon the Map and Plat thereof filed herewith and made a part of this instrument, and to which reference is hereto made for a more particular description of said Canal, and for which, line of Canal, a right of way is claimed, and a valid right to the occupation possession and enjoyment of all and singular that tract or parcel of land constituting the same, and being as above described and shown upon said Map hereto attached, and that said Canal is upon surveyed Lands.

The size of said Canal and Ditch is, and is to be, Fifty feet wide, or in width on the bottom for the first two miles thereof from the headgate, and thirty five feet wide or in width on the bottom for the remainder of the length thereof, slope of banks One and one half to One, with an average grade or fall of two feet per each mile of length, with a depth of six feet from the bottom thereof to top of bank, with a carrying depth of water of four and one half feet,

The carrying capacity of said Ditch or Canal is Five hundred sixty two and one half ~~xxx~~ cubic feet of water per second of time.

The work of construction of said Canal, "Ditch" was begun on the Twenty fifth day of August A.D. 1897.

Abner S Baker Seal.

Claimant.

State of Colorado,)
) SS.
County of Morgan.)

Abner S Baker being first duly sworn upon oath says, that he is the owner named in the above statement and Map attached thereto, that he has read said Statement and examined the descriptions shown in said Map, and that both of all the same are true of his own knowledge.

Abner S Baker

Subscribed and sworn to before me this 25th day of August A.D. 1897.

My Commission expires August 19th 1900. *William A Hill*
Notary Public.

Recorded at 9:50 o'clock A M Oct 12 1943
Reception No. 206424 Loyal C. Baker Recorder.

BOOK

406 PAGE 346
This Deed,

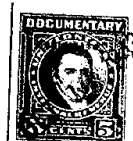
Made this 6th day of October in the year of our Lord one thousand nine hundred and forty-three between Louis Butler

of the County of Morgan and State of Colorado, of the first part, and Homer B. Acre and Eugene H. Robinson of the County of Morgan and State of Colorado, of the second part:

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations DOLLARS, to the said part Y of the first part in hand paid by the said part 1ES of the second part, the receipt whereof is hereby confessed and acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do ES grant, bargain, sell, convey and confirm, unto the said part 1ES of the second part, heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Morgan and State of Colorado, to-wit:



The Southwest Quarter (SW 1/4) of Section Two (2) Township Three (3) North of Range 59 west of the 6th R. M.



Grantor reserves an undivided one-half (1/2) interest in all oil, gas, and other minerals underlying said land together with the right of ingress, egress and regress to and from said land for the purpose of prospecting for and producing oil, gas or other minerals from said land.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said part 1ES of the second part, their heirs and assigns forever. And the said part Y of the first part, for him self heirs, executors, and administrators, do ES covenant, grant, bargain and agree to and with the said part 1ES of the second part, their 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 fe simple, and ha S 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.

Subject to any roads or ditches as now existing over or adjoining said land.

and the above bargained premises in the quiet and peaceable possession of the said part 1ES of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, That said part Y of the first part ha S hereunto set his hand and seal the day and year first above written.

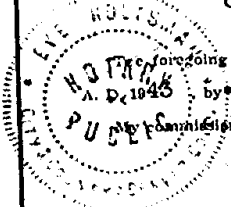
Signed, Sealed and Delivered in the Presence of

Louis Butler [SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO, County of Morgan ss.



The foregoing instrument was acknowledged before me this 6th day of October A. D. 1943 by Louis Butler My commission expires June 19, 1947. Witness my hand and official seal.

Eric Matterson Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

KNOW ALL MEN BY THESE PRESENTS, that I, Herbert E. Gottschalk,

of the County of Morgan, and State of Colorado,
 for the consideration of Ten Dollars,
 in hand paid, hereby sell and quit claim to

William F. Larrick and Louise G. Larrick

of the County of Morgan, and State of Colorado,
 the following real property, situate in the County of Morgan
 and State of Colorado, to-wit:

The East Five acres of the South Half of the Southeast Quarter of
 Section Three (3), in Township Three (3) North, of Range Fifty-nine
 (59) West of the Sixth Principal Meridian, in Morgan County, Colo-
 rado, excepting and reserving three-fourths (3/4) of all oil, gas,
 and other minerals, together with the right to prospect for, drill
 for, mine, and remove the same,



with all its appurtenances.

Signed and delivered this 20th day of December, A. D. 19 51.

In the presence of

Herbert E. Gottschalk [SEAL]

..... [SEAL]

..... [SEAL]

STATE OF COLORADO,
 City and County of Denver,

The foregoing instrument was acknowledged before me this 20th day of December, A. D. 1951, by Herbert E. Gottschalk.

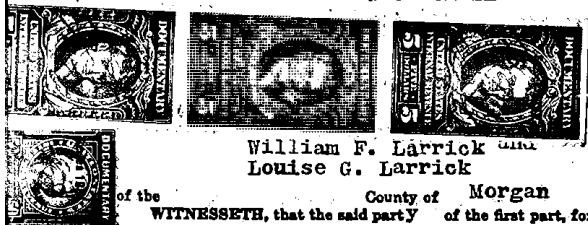
My commission expires
 My Commission expires Sept. 9, 1953

Melvin J. Soule
 Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it—Statutory Acknowledgment, Section 1287.

FILING STAMP

THIS DEED, Made this 1st day of December,
in the year of our Lord one thousand nine hundred and fifty-one
between Herbert E. Gottschalk



and State of _____

William F. Larrick
Louise G. Larrick

of the _____ County of Morgan 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 _____ DOLLARS, and other valuable consideration,

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, he S granted, bargained, sold and conveyed, and by these presents do ES grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot S or parcel S of land, situate, lying and being in the County of Morgan and State of Colorado, to-wit:

The North Half of the Northwest Quarter of Section 11, in Township 3 North, of Range 59 West of the 6th P. M., excepting and reserving three-fourth (3/4) of all oil, gas and other minerals together with the right to prospect for, drill for and mine and remove the same; and the Southwest Quarter of Section 2, Township 3 North, of Range 59, West of the 6th P. M., excepting and reserving seven-eighths (7/8) of all oil, gas, and other minerals together with the right to drill for, prospect for, mine and remove the same; and the North Half of the Southeast Quarter of Section 3, Township 3 North, Range 59 West of the 6th P. M., excepting and reserving three-fourths (3/4) of all oil, gas, and other minerals together with the right to prospect for, drill for, mine and remove the same,

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, forever. And the said party _____ of the first part, for him self, his heirs, executors, and administrators do ES covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensembling and 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 he S good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever,

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

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

Signed, Sealed and Delivered in the Presence of _____

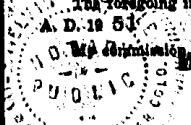
Herbert E. Gottschalk [SEAL]

[SEAL]

[SEAL]

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

The foregoing instrument was acknowledged before me this 20th day of December, A. D. 1951, by Herbert E. Gottschalk.



Witness my hand and official seal.
Melvin J. Soule
Notary Public.

No. 921. WARRANT DEED.—To Joint Tenants.—The Bradford-Robinson Fig. Co., Mrs. Robinson's Legal Blanks, 1846 Stout St., Denver, Colo. *If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Section 1937.

Recorded at 1:20 o'clock P.M. APR 18 1958
Reception No. 443670 K. K. Carruth DEEM-598 PAGE 341
Recorder.

THIS DEED, Made this 10th day of April
in the year of our Lord one thousand nine hundred and fifty-eight
between LARRICK FARMS INC.
a corporation duly organized
and existing under and by virtue of the laws of the State of Colorado
of the first part, and Ronald G. Sanders and Rose A. Sanders,



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
Other good and valuable consideration and ten..... DOLLARS,
to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged,
has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto
the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns
and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate,
lying and being in the County of Morgan and State of Colorado, to-wit:

SEE PAID UNDER S. B. No. 221 S. 2. 2. 5

Twp. 3 N., Rge. 59 W. 6th P. M.
N/2 NW/4 of Sec. 11; SW/4 of Sec. 2;
N/2 SE/4 of Sec. 3; and E. 5 acres
of S/2 of SE/4; containing 300 acres, more or less,
together with all water, ditch and lateral rights
attached to or used with said land;



TOGETHER with all and singular the hereditaments and appurtenances therunto 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 parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor forever.
And the said party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree
to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such
survivor, that at the time of the enrolling and delivery of these presents, it 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 afore-
said, 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 first deed of trust in amount of \$11,435.00 in favor
of Herbert E. Gottschalk (now his estate), which grantees assume
and agree to pay; that this transfer is subject to any mineral
or other reservations by former grantors, or conveyances of mineral
rights to third parties; that there is excluded and reserved
from the transfer hereunder all of the oil, gas and mineral rights
lying in and under the said lands now owned by grantor, with the
exception of an undivided 1/16th portion of such oil, gas and
mineral rights as are presently owned by grantor in and to the
above-described lands, which passes to the grantees hereunder
for a term of ten (10) years from the date hereof, and so long
thereafter as oil, gas or other minerals are produced from the
SW/4 of Sec. 2, N/2 of SE/4 of Sec. 3, or the E. 5 acres of S/2
of SE/4 of Sec. 3, Twp. 3 N., Rge. 59 W. 6th P. M.; in the event
that there are no producing oil and/or gas wells on said lands
at the end of the ten (10) year term, or upon the abandonment of all
of the producing oil and/or gas wells on said lands thereafter, the
oil, gas and mineral rights transferred to the grantees hereunder
shall automatically revert to the grantor herein, its successors
or assigns.

and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, the
survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons
lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT
AND FOREVER DEFEND.
IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto sub-
scribed by its President and its corporate seal to be hereunto affixed, attested by its
Secretary, the day and year first above written.

Attest Louise G. Larrick Secretary Larrick Farms Inc
By William F. Larrick President

STATE OF COLORADO,
City & County of Denver,) ss.
The foregoing instrument was acknowledged before me this 10th day of April
1958, by William F. Larrick, as President and Louise G. Larrick
as Secretary of Larrick Farms Inc.

WITNESS my hand and official seal.
My commission expires Aug. 17, 1961
Willie O. Evans
Notary Public.

*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 cor-
poration, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory
Acknowledgment, Colorado Statutes Annotated—Ch. 40, Sec. 107.

THIS DEED, Made this Eleventh day of November in the year of our Lord one thousand nine hundred and Sixty-one between

HARRY W. NICHOLDS, JR. of the City and County of Denver and State of Colorado, of the first part, and ELTON D. DEINES of the County of Boulder 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 and other good and valuable considerations 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 Morgan and State of Colorado, to-wit:

SW 1/4 of Section 2; N 1/2 of the SE 1/4 of Section 3; East 5 Acres of the S 1/2 of the SE 1/4 of Section 3; and the N 1/2 of the NW 1/4 of Section 11, all in Township 3 North, Range 59 West of the 6th P. M., together with all water, water rights, ditch rights and irrigation equipment thereunto appertaining and belonging, but excluding all oil, gas and other minerals,



SEE PAID UNDER S. B. No. 212 \$ 386
SEE PAID UNDER PROTEST.....
SEE EXCUSED.....

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said 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 incumbrances of whatever kind or nature soever. EXCEPT lien created by Deed of Trust recorded in Book 499 at Page 222 of the records in the office of the Clerk and Recorder of Morgan County, Colorado, which encumbrance in the approximate amount of \$8,400.00 party of the second part assumes and agrees to pay; except conveyances of record for highway purposes; and except general taxes for 1961 due and payable after January 1, 1962, 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.

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

Harry W. Nichols, Jr. [SEAL]
HARRY W. NICHOLDS, JR. [SEAL]

[SEAL]

[SEAL]

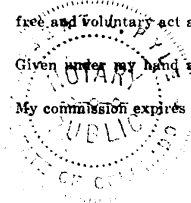
STATE OF COLORADO,
City and County of Denver ss.

I, Robert L. Pyle, a Notary Public in and for
said City and County, in the State aforesaid, do hereby certify that

Harry W. Nichoalds, Jr., who is personally known to me to be the
person whose name is subscribed to the foregoing Deed, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument of writing as his
free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of November, A. D. 1961.

My commission expires July 10, A. D. 1965.



Robert L. Pyle
Notary Public.

Indexed

485930
No.
WARRANTY DEED

Harry W. Nichoalds, Jr.

TO
Elton D. Allen

STATE OF COLORADO,
County of Morgan ss.

I hereby certify that this instrument was filed
for record in my office this NOV 24 1961 day of
at 10:30 o'clock A. M., and duly recorded
in Book 651, Page 142, A. D. 1961.

A. K. Carruth
Recorder

By V. E. Cunningham
Deputy.

Fees, \$2.50
Elton D. Allen
Rt. 1 - Box 500
Lafayette, Colo.

147

C.D.R.
R.O.W. Form
No. 106

Recorded at o'clock M.

Reception No. Recorder.

KNOW ALL MEN BY THESE PRESENTS: That I (we)

LARRICK FARMS

grantor, of the County of Arapahoe and State of Colorado for the consideration of Ten Dollars, in hand paid, hereby grant, bargain, sell and convey to THE STATE HIGHWAY COMMISSION OF COLORADO, a public corporation, for the use and benefit of the DEPARTMENT OF HIGHWAYS of the State of Colorado, grantee, and its successors and assigns, for present and future highway purposes, the following perpetual right and interest in real property situate in the County of Morgan and State of Colorado, to-wit:

Excepting only the NO point of access hereinafter specifically set forth and reserved to the grantor,

EACH AND EVERY RIGHT OR RIGHTS OF ACCESS OF THE GRANTOR to and from any part of the right-of-way for said State Highway No. 2, a Freeway established according to the laws of the State of Colorado, and from and to any part of the property of the grantor abutting upon said highway along or across the access line described as follows:

- FI 003-1(4) PARCEL NO. 14 REV. NORTHERLY LINE
- Beginning at a point on the west line of Sec. 11, T. 3 N., R. 59 W., of the Sixth P.M., in Morgan County, Colorado, from which point the NW corner of Sec. 11 bears N. 0° 37' E., a distance of 650.2 feet;
1. Thence S. 82° 26' E., a distance of 30.2 feet;
 2. Thence S. 68° 58' 30" E., a distance of 322.2 feet;
 3. Thence S. 82° 26' E., a distance of 2,300.7 feet to a point on the East line of the NW 1/4 of Sec. 11.

together with all the appurtenances thereunto belonging,

EXCEPTING, as above, from this grant, the right of the grantor to have said NO point of access, to be limited, however, in use by the grantor to purposes, the location for such point of access to and from the said right of way, and from and to said property of the grantor along and across the access line as hereinabove set forth, and as hereinafter listed with reference to the stationing of the grantee's Project No. FI 003-1(4)

EXCEPT, however, from this grant, the right of the grantor to have access across said line at those points where passageways under the roadway and public opening in said access line may be provided for that purpose by the grantee.

This deed and the rights and interests herein conveyed shall be and constitute a perpetual burden upon the real property of grantor adjoining the hereinabove access line across which access will be denied as hereinabove set forth, and shall be binding upon grantor, its heirs and assigns, including all heirs and assigns of grantor with respect to said adjoining real property.

And the grantor, for it self its heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the grantee, and its successors and assigns, the above bargained access rights and interests in the quiet and peaceable possession of the grantee and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the grantor to warrant and forever defend.

Witness my hand and seal and delivered this 3rd day of September- Oct. A.D. 19 55



Larrison L. Larrick
Secretary

LARRICK FARMS
By *William F. Larrick*
President

SEP 28 1955

STATE OF COLORADO

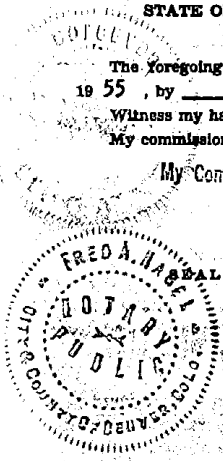
County of Denver ss.

The foregoing instrument was acknowledged before me this 3rd day of October 19 55, by William F. Larrick as President and

Witness my hand and official seal. Lawrence Larrick as Secretary of LARRICK FARMS

My commission expires June 1, 1959

Fred A. Nagel
Notary Public



415683

Project FL 003-1(4)
Location Wiggins Jct.-Ft. Morgan
Parcel No. 14 Rev.

ACCESS DEED

From
LARRICK FARMS

To
The State Highway Commission of Colorado, a public corporation, for the use and benefit of The Department of Highways of the State of Colorado.

STATE OF COLORADO,
County of Denver ss.

I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in 1955 office on the day of Oct 5 A.D., 1955 at the hour of 5 M. and was there after by me duly recorded in Book 558 Page 474 of the records of my office.

A. K. Carruth
County Clerk and Recorder
Deputy County Clerk and Recorder

After recording please mail to
The Department of Highways
of the State of Colorado
State Office Building
Denver 2, Colorado
Attention: Right of Way Section

INDEX

RIGHT OF WAY CONTRACT BOOK 700 PAGE 98

RECEPTION NO. 541050 RECORDED FEB 27 1967
8:12 O'CLOCK P.M. A. K. CARRUTH, RECORDER

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS, to us in hand paid, receipt of which I hereby acknowledged, and the balance of said consideration \$100.00 cents per rod for each line, to be paid when such grants shall be used or occupied, the Grantors

do hereby grant to KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas Corporation, its successors or assigns, the right-of-way to lay, maintain, alter, repair, operate, remove and relay additional pipe lines for the transportation of oil or gas, on, over and through certain lands situated in _____ County, State of _____ described as follows

The southwest quarter of Section 2, of the south half of the northwest quarter of Section 11, in Township 7 North, Range 59 West

with ingress and egress to and from the same. The said grantor _____, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor _____, heirs or assigns, one by the said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive and no action shall be brought or maintained for damages until the amount thereof shall have been determined as above provided. Grantee shall have the right, from time to time, after completing the installation of an initial pipe line hereunder, to construct and install one or more additional pipe lines hereunder upon payment to Grantors, their heirs or assigns, of an additional sum _____ per linear rod for each additional pipe lines.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, A.D. 19 _____

Claude E. Seely
x _____

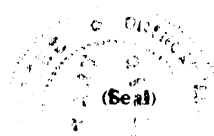
In the presence of _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, A.D. 19_____, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came _____

to me known to be the identical person whose name _____ subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as _____ voluntary act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on the day and year above written.



[Signature]
Notary Public

My commission expires 10/10/68

C-1504

RECORDER'S STAMP

State Documentary Fee
Date FEB 5 1969
\$ 2.25

THIS DEED, Made this 23rd day of

January, in the year of our Lord one thousand nine hundred and sixty-nine between

NICHOLAS G. CAREY AND JESSIE M. CAREY

of the County of Morgan and

State of Colorado, of the first part, and

CONRAD KEMBEL and MARIE KEMBEL, not as tenants in common but as joint tenants

of the County of Morgan and State of Colorado, of the second part;

WITNESSETH, That the said part of the first part, for and in consideration of the sum of \$10.00 (TEN DOLLARS) and other valuable consideration DOLLARS,

to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed,

and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described lots or parcels of

land, situate, lying and being in the County of Morgan and

State of Colorado, to-wit:

The N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11, the SW $\frac{1}{4}$ of Section 2, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 3 and the East 5 acres of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 3, all in Township 3 North, Range 59 West of the 6th P.M.; together with all improvements thereon and together with irrigation well, pump, and appurtenant equipment; together with all water and water rights appurtenant thereto including ten shares of the capital stock of the Bijou Irrigation Company.

Excepting and reserving to First Parties a parcel of land described as follows:

Commencing at a point on the West line of Section 11, Twp. 3 N., Rge. 59 W. of the 6th P.M. which is 391.2 feet South 0° 37' W. from the NW corner of Section 11, thence S 0° 37' W. 259 feet to the North R.O.W. line of Interstate Highway 80 S, thence along the North line of said highway S82°26' E 30.2 feet, thence S 68° 58' 30"E 322.2 feet, thence S82° 26'E along the North R.O.W. line of highway 80 S 651.6 feet, thence N 60° 42' W 948.7 feet, thence N89° 23'W 146 feet to the point of beginning.

First Parties do hereby grant unto Second Parties an easement along the West line of the excepted parcel to the North edge thereof for an irrigation ditch for purposes of transporting irrigation water.

Second Parties hereby granting unto First Parties an easement along the West line of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 11, and the SW $\frac{1}{4}$ of Sec. 2, all Twp. 3 N., Rge. 59 West of the 6th P.M., for roadway purposes; such easement to automatically cease and terminate at time First Parties cease to own the excepted parcel hereinbefore described.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto CONRAD KEMBEL and MARIE KEMBEL

the said part ies of the second part, their heirs and assigns forever., not in tenancy in common, but in joint tenancy.

And the said NICHOLAS G. CAREY and JESSIE M. CAREY

part ies of the first part,

for them selves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have 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 patent reservations, roads and railroad right-of-ways, ditches, Bijou Irrigation District, Northern Colorado Water Conservancy District, Fort Morgan Rural Fire Protection District, Morgan Soil Conservation District, prior mineral reservations and conveyances, and 1969 taxes due and payable in 1970.

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Nicholas G. Carey [SEAL]
Nicholas G. Carey

..... [SEAL]
Jessie M. Carey

..... [SEAL]
Jessie M. Carey [SEAL]

STATUTORY ACKNOWLEDGMENT, SESSION 1927

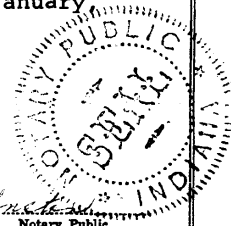
Indiana
STATE OF ~~COLORADO~~ } ss.
County of *Lacrosse*

The foregoing instrument was acknowledged before me this *29th* day of January 19 *69*, by* Nicholas G. Carey and Jessie M. Carey.

Witness my hand and official seal.

My commission expires *July 15, 1969*

Clara D. Johnson
Notary Public



* If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

R/W 60961

(3-88)

RECORDING INFORMATION ONLY		RECEPTION NO. <u>717055</u>	RECORDED <u>DEC 1 8 1989</u>	BOOK <u>918</u> PAGE <u>72</u>
		<u>9:07</u> O'CLOCK <u>A.M.</u>	FAY A. JOHNSON, RECORDER	

RIGHT-OF-WAY EASEMENT
Corporate

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Fifty Dollars (\$ 50.00) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, 1801 California, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-Of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land 16.5 feet in width located in the following Section in Township 3 North Range 59 West of the 6th Principal Meridian: the northwest quarter of the northwest quarter of Section 11, said strip of land lies abutting the North Right-of-Way line of Interstate 76, beginning at a point on the west property line and extending in an easterly direction to a point of terminus approximately 1,896 feet to the east property line. RESTORE ALL FACILITIES TO ORIGINAL CONDITION, PAY CORP DAMAGE IF NEEDED.

situate in County of Morgan, State of Colorado, TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary, and the right to permit other utility companies to use the right-of-way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 14TH day of August, A.D., 19 89

ATTESTED: (Landowner) Labline Hog Company (Grantor)
(Official name of Company or Corporation)

Susan Tripp (Seal)
Secretary

By Lab Line Hog Co. By Jerry Tripp (Seal)
President

STATE OF COLORADO)
County of _____) ss.

The foregoing instrument was acknowledged before me this 14 day of August, 19 89, by Jerry Tripp President of Lab Line Hog Co., a Corporation.

WITNESS my hand and official seal.

My Commission Expires: MY COMMISSION EXPIRES 06/20/93

Joe Hammack
Notary Public

L.S.T. & T. CO. R/W NUMBER	<u>60961</u>	REMARKS:	SPACE RESERVED FOR RECORDER'S CERTIFICATE.
QUARTER SECTION	NW	Lab Line Hog Co.	
SECTION	11	17109 County Road #10	
TOWNSHIP	3N	Ft. Morgan, Co. 80701	
RANGE	59W	Attn: Jerry Tripp	
PRINCIPAL MERIDIAN	6th	JOB <u>C9-0959845TC</u>	
EXCHANGE OR TOLL LINE	Fort Morgan	NUMBER <u>260000</u>	
RECORD CODE, BURIED		MAIL TO: MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.	

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called "OWNER", whether one or more), for and in consideration of the sum of Ten & More Dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Bear Paw Energy Inc., 370 17th Street, Suite 2750, Denver, CO 80202, its successors and assigns, hereinafter called ("COMPANY"), a right of way and easement Fifty feet (50') in width reduced to thirty feet (30') after construction for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas or any other liquids or substances for COMPANY'S operations across lands of OWNER, situate in the County of Morgan, State of Colorado described as follows:

Township 3 North, Range 59 West
Section 2: N2SW
Section 3: N2SE
Morgan County, Colorado
Also described as Lots 2 & 6, Vallery Farms Minor Subdivision
See Exhibits A & B Attached

Note: This Right-of-Way will be located within 200' of the North property line.

COMPANY shall have two (2) years from the date hereof to begin initial installation and construction. If COMPANY does not begin initial installation and construction within two (2) years from the date hereof, OWNER shall retain all consideration paid and shall have no obligation to reimburse COMPANY. This shall be a covenant running with the land and shall burden the land and the successors, heirs or assigns of OWNER and COMPANY.

COMPANY shall bury the top of its pipe at least forty-eight (48) inches below the surface of the ground. The undersigned OWNER, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands described. COMPANY agrees to comply with all applicable state and local regulations.

COMPANY shall indemnify, defend and save and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of COMPANY'S operations on the land.

COMPANY shall restore the land as soon as practicable after the pipelines are completed. Restoration shall be made as near as possible to the condition when COMPANY first entered onto the land.

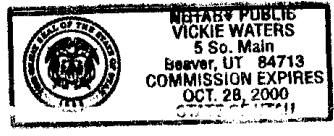
OWNER hereby warrants and agrees to defend the title to the above described premises. Owner shall have the use of such right-of-way and easement except for any use which conflicts with the purposes for which this right-of-way and easement is granted; provided, however, Owner shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right-of-way and easement except necessary fencing.

TO HAVE AND HOLD said right of way and easement unto said COMPANY, its successors and assigns, until such pipelines are constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part hereof.

Executed this 7 day of Jan 1998

LAB LINE HOG CO.
Subsidiary of HOG Co.
By: Jerry R. Tripp
Title: President
Tax ID #:

Attest:
Susan Tripp



STATE OF UT)
COUNTY OF Beaver)

The foregoing instrument was acknowledged before me this 7 day of Jan, 1998, by Jerry R. Tripp

Witness my hand and official seal.

Vickie Waters
Notary Public

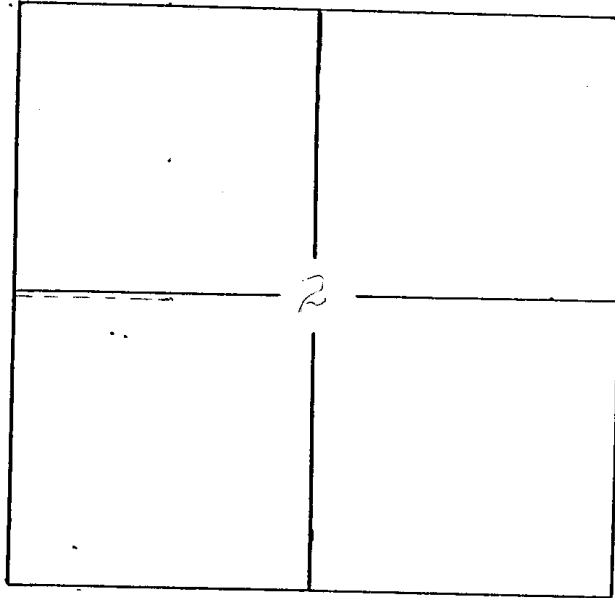
My commission expires: 10-28-2000



EXHIBIT "A"

This exhibit is attached to and made a part of
that certain Right of Way Agreement executed
1-7-98 between Lab Line Hog Co. and Bear Paw Energy, Inc.

R 540' W



T
3
N

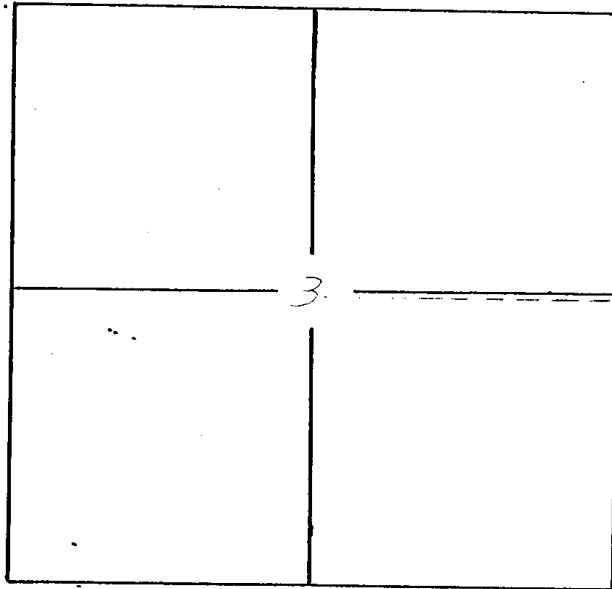
----- Proposed pipeline route.

770229 06/15/1998 01:21P B1032 P315 F. JOHNSON
2 of 3 R 16.00 D 0.00 Morgan County, CO

EXHIBIT "B"

This exhibit is attached to and made a part of
that certain Right of Way Agreement executed
1-7-98 between Lab Line Hog Co. and Bear Paw Energy, Inc.

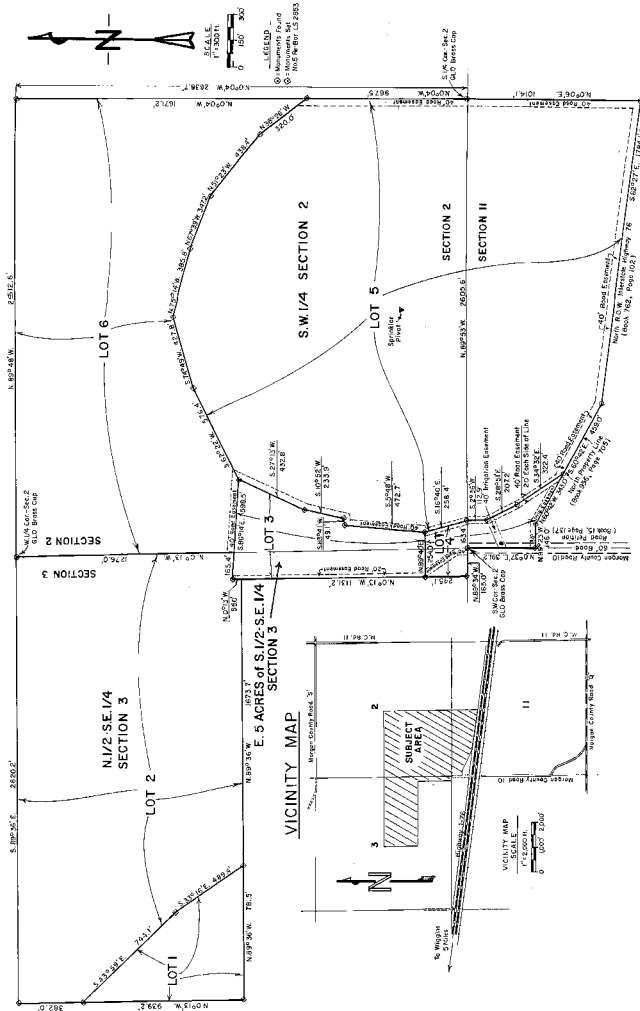
R 59 W W



----- Proposed pipeline route.

770229 06/15/1998 01:21P B1032 P316 F. JOHNSON
3 of 3 R 16.00 D 0.00 Morgan County, CO

VALLERY FARMS SUBDIVISION 'MINOR SUBDIVISION - FINAL PLAT'



LEGAL DESCRIPTION

The East 1/2 of Section 2, the West 1/2 of Section 3, the East 1/2 of Section 4, the East 1/2 of Section 5, the East 1/2 of Section 6, the East 1/2 of Section 7, the East 1/2 of Section 8, the East 1/2 of Section 9, the East 1/2 of Section 10, the East 1/2 of Section 11, the East 1/2 of Section 12, the East 1/2 of Section 13, the East 1/2 of Section 14, the East 1/2 of Section 15, the East 1/2 of Section 16, the East 1/2 of Section 17, the East 1/2 of Section 18, the East 1/2 of Section 19, the East 1/2 of Section 20, the East 1/2 of Section 21, the East 1/2 of Section 22, the East 1/2 of Section 23, the East 1/2 of Section 24, the East 1/2 of Section 25, the East 1/2 of Section 26, the East 1/2 of Section 27, the East 1/2 of Section 28, the East 1/2 of Section 29, the East 1/2 of Section 30, the East 1/2 of Section 31, the East 1/2 of Section 32, the East 1/2 of Section 33, the East 1/2 of Section 34, the East 1/2 of Section 35, the East 1/2 of Section 36, the East 1/2 of Section 37, the East 1/2 of Section 38, the East 1/2 of Section 39, the East 1/2 of Section 40, the East 1/2 of Section 41, the East 1/2 of Section 42, the East 1/2 of Section 43, the East 1/2 of Section 44, the East 1/2 of Section 45, the East 1/2 of Section 46, the East 1/2 of Section 47, the East 1/2 of Section 48, the East 1/2 of Section 49, the East 1/2 of Section 50, the East 1/2 of Section 51, the East 1/2 of Section 52, the East 1/2 of Section 53, the East 1/2 of Section 54, the East 1/2 of Section 55, the East 1/2 of Section 56, the East 1/2 of Section 57, the East 1/2 of Section 58, the East 1/2 of Section 59, the East 1/2 of Section 60, the East 1/2 of Section 61, the East 1/2 of Section 62, the East 1/2 of Section 63, the East 1/2 of Section 64, the East 1/2 of Section 65, the East 1/2 of Section 66, the East 1/2 of Section 67, the East 1/2 of Section 68, the East 1/2 of Section 69, the East 1/2 of Section 70, the East 1/2 of Section 71, the East 1/2 of Section 72, the East 1/2 of Section 73, the East 1/2 of Section 74, the East 1/2 of Section 75, the East 1/2 of Section 76, the East 1/2 of Section 77, the East 1/2 of Section 78, the East 1/2 of Section 79, the East 1/2 of Section 80, the East 1/2 of Section 81, the East 1/2 of Section 82, the East 1/2 of Section 83, the East 1/2 of Section 84, the East 1/2 of Section 85, the East 1/2 of Section 86, the East 1/2 of Section 87, the East 1/2 of Section 88, the East 1/2 of Section 89, the East 1/2 of Section 90, the East 1/2 of Section 91, the East 1/2 of Section 92, the East 1/2 of Section 93, the East 1/2 of Section 94, the East 1/2 of Section 95, the East 1/2 of Section 96, the East 1/2 of Section 97, the East 1/2 of Section 98, the East 1/2 of Section 99, the East 1/2 of Section 100.



DEDICATION

The undersigned, the owner of the real property above and being within the boundaries of Morgan County, Colorado, for the use of the general public have hereunto dedicated in trust on the part of the Vallery Farms Minor Subdivision, the following:

Done the 21st day of March, 1983.

John A. Vallery
Owner

STATE OF COLORADO

County of Morgan) ss.
The foregoing instrument was acknowledged before me this 21st day of March 1983 by John A. Vallery of the County of Morgan, State of Colorado, as the owner of the above described premises.

My commission expires 11-23-84.

John A. Vallery
Notary Public

COMMISSIONER'S CERTIFICATE

Approved this 21st day of March, 1983. State of Colorado, County of Morgan. I, John A. Vallery, Commissioner of the State of Colorado, do hereby certify that the above described premises are within the boundaries of the County of Morgan, Colorado, and that the same are being dedicated to the general public for the use of the general public.

John A. Vallery
Commissioner

PLANNING COMMISSIONER'S CERTIFICATE

Approved this 21st day of March, 1983. County of Morgan, Colorado. I, John A. Vallery, Planning Commissioner of the County of Morgan, Colorado, do hereby certify that the above described premises are within the boundaries of the County of Morgan, Colorado, and that the same are being dedicated to the general public for the use of the general public.

John A. Vallery
Planning Commissioner

CURVE AND RECORDABLE CERTIFICATE

State of Colorado) ss. # 747677
County of Morgan)
I, John A. Vallery, Surveyor, do hereby certify that the above described premises are within the boundaries of the County of Morgan, Colorado, and that the same are being dedicated to the general public for the use of the general public.

John A. Vallery
Surveyor

DATE	REVISIONS	VALLERY FARMS SUBDIVISION MINOR SUBDIVISION - FINAL PLAT
		HOLLOWAY AND HOLLOWAY INC. STATE OF COLORADO
		HOLLOWAY AND HOLLOWAY INC. STATE OF COLORADO



Mountain Bell

Denver, Colorado
September 24, 1981

Mr. Clifford Garver
Morgan County Clerk/Recorder
P. O. Box 899
Fort Morgan, Colorado 80701

RECEPTION NO. 655765 RECORDED OCT 02 1981
8:30 O'CLOCK 17 M. FAY A. VONDY, RECORDER

Dear Mr. Garver:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures
for the Protection of Underground Facilities from Damage Caused
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General
Assembly of Colorado, we are providing you with the following
information:

1. Name of Operator of Underground Facilities:

Mountain Bell

2. Area Served by Mountain Bell:

See attached map

3. Telephone Number of Location Center:

226-6310

4. Job Title of Location Center Supervisor:

Assistant Manager

5. Address of Location Center:

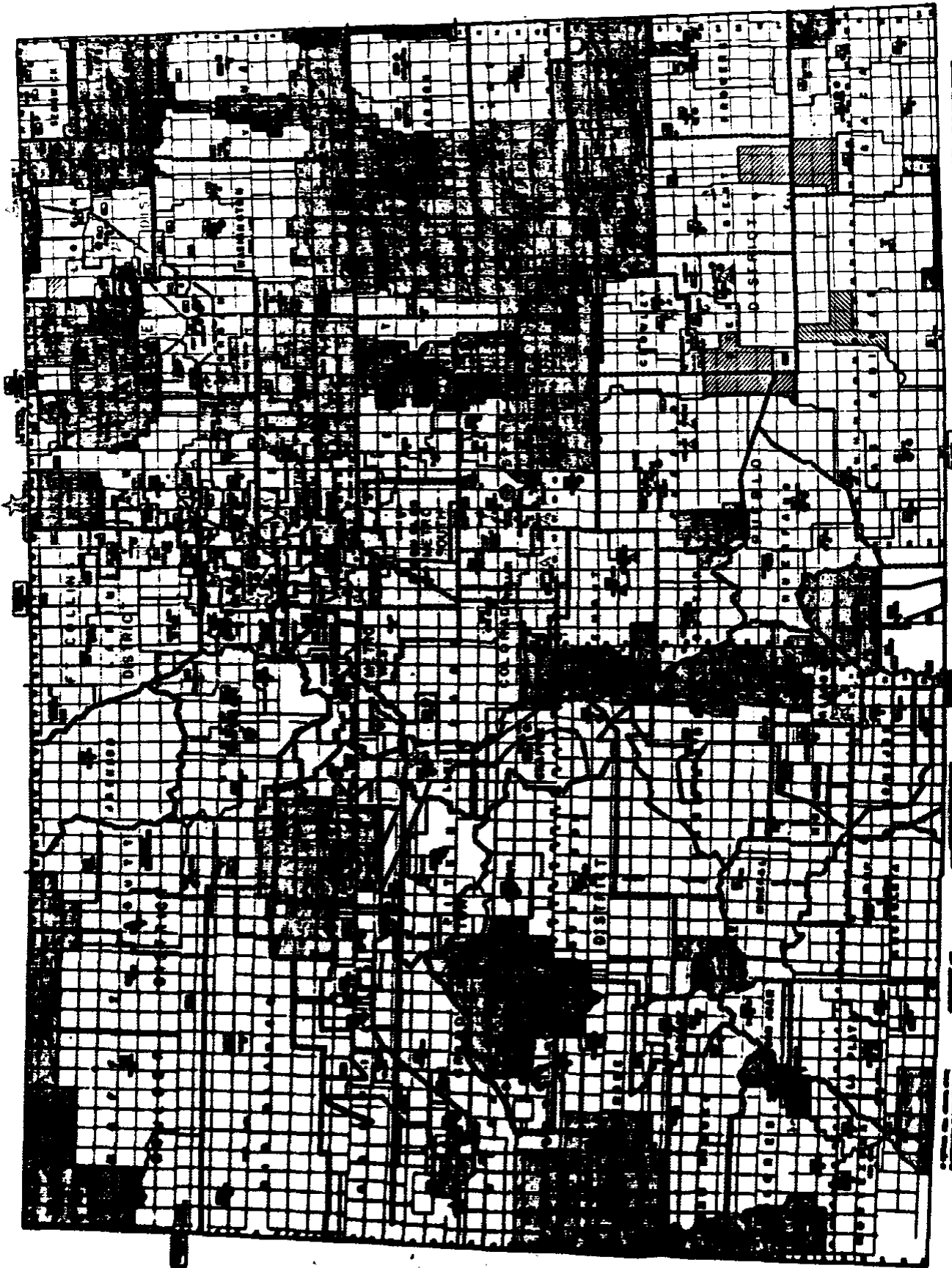
4620 S. College Avenue
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,
please contact Mike Ragan on 624-6409.

Yours truly,

K. C. Lange
District Staff Manager-Distribution Services

Attachment



New Mountain Bell Territory



Public Service Company of Colorado

RECEPTION NO. 655775 RECORDED OCT 02 1981
3:10 O'CLOCK 7 M. FAY A. VONDY, RECORDER

September 22, 1981

Mrs. Faye Vondy
 Morgan County Clerk
 Ft. Morgan, CO 80701

Dear Mrs. Vondy:

In order to comply with Senate Bill No. 172-1981 and Colorado Revised Statute (CRS) 9-1.5-300, I would like to inform you of the operating area of the Brush District, High Plains Division, Public Service Company of Colorado.

Public Service Company of Colorado has overhead and underground electric facilities along with gas distribution facilities located in the following townships in Morgan County; T5N-R55W, T5N-R59W, T4N-R55W, T4N-R56W, T4N-R57W, T4N-R58W, T4N-R59W, T3N-R55W, T3N-R56W, T3N-R57W, T3N-R58W and T3N-R59W. We serve the following communities within the before mentioned townships; Hillrose, Snyder, Weldona, Log Lane and Brush.

As District Manager, I can be reached at 300 Clayton Street, Brush, CO 80723, telephone number 842-2816 regarding necessary information concerning the location of underground facilities within our operation district.

Please feel free to contact me at your convenience should you require further information on this subject.

Sincerely,

Kurt Cornum
 Kurt Cornum, District Manager
 High Plains Division

KC:ENP:vrs

NOTICE PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)
CONCERNING UNDERGROUND FACILITIES OF
MORGAN COUNTY RURAL ELECTRIC ASSOCIATION

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Morgan County Rural Electric Association hereby gives notice of the following information:

1. Morgan County Rural Electric Association owns and maintains underground facilities within the County of Morgan, State of Colorado, for the purposes of transmission and distribution of electricity.

2. At the time of this filing, Morgan County Rural Electric Association has underground facilities located within the following area served, within said Morgan County and State of Colorado to wit:

Townships 1, 2, 3, 4, 5 and 6 North in Ranges
55, 56, 57, 58, 59 and 60 West of the 6th P.M.

3. Notice is given that Morgan County Rural Electric Association may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of the Morgan County Rural Electric Association within the County of Morgan, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: John W. Zambo
Job Title: Engineer
Address: 20169 Hwy. 34
P.O. Box 738
Fort Morgan, Colorado 80701
Telephone No.: (303) 867-5688

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Morgan County Rural Electric Association at the same address and telephone number.

DATED as of the 1st day of October, 1981.

MORGAN COUNTY RURAL ELECTRIC
ASSOCIATION

By: Everett B. Channing
General Manager