

# **OTTO E LUEKING JR ESTATE LAND AUCTION — TITLE EXCEPTIONS**

**April 15, 2025**

DUE DILIGENCE PACKET



reckagri.com | 970.522.7770



# OTTO E LUEKING JR ESTATE LAND AUCTION

Yuma County, Colorado

TO BE SOLD AT

## **MULTI PARCEL AUCTION with NO RESERVE**

ON

Tuesday, April 15, 2025

10:30 am MT

Reck Agri Auction Center  
Sterling, CO

---

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



535 E Chestnut, P.O. Box 407, Sterling, CO  
80751

(970) 522-7770 or 1-800-748-2589  
[marcreck@reckagri.com](mailto:marcreck@reckagri.com)

# Table of Contents

---

PARCEL #1 ..... 2-11  
COMBO #2..... 12-30  
PARCELS #3, #5A & #6A ..... 31-56  
PARCEL #4A..... 57-67  
PARCELS #4B & #5B..... 68-102  
PARCEL #6B..... 103-116  
PARCEL #7 ..... 117-130  
PARCEL #8 ..... 131-141  
COMBO #9..... 142-164  
PARCEL #10 ..... 165-168  
PARCEL #11 ..... 169-174  
PARCELS #12 & #13 ..... 175-185  
PARCEL #14..... 186-191



# Title Exceptions



## THE UNITED STATES OF AMERICA

Parcel  
#1

To all to Whom these Presents shall come, GREETING:

HOMESTEAD CERTIFICATE NO. 825

APPLICATION 103121

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Alamosa, 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 John Benjamin has been established and duly consummated, in conformity to law, for the

South East quarter of section thirteen in township five north of range forty-second 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 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 John Benjamin the tract of land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said John Benjamin 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, James A. McLaughlin 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 Fourth day of October, in the year of our Lord one thousand eight hundred and Twenty four, and of the Independence of the United States the one hundred and seventeenth.

BY THE PRESIDENT: James A. McLaughlinBy M. M. Adams Secretary.By J. L. Rice Recorder of the General Land Office.

Recorded, Vol. 3, Page 123

Filed for Record the 12<sup>th</sup> day of November A. D. 1879, at 9 o'clock A.M.

E. Loring

Recorder

By A. M. Loring Deputy.

**This Deed,** Made this seventh day of September in the year of our Lord  
one thousand nine hundred and seventy-four between Francis A. Dunphy and Patricia P.  
Dunphy

of the County of \_\_\_\_\_ and State of Colorado, of the first part, and L. Wayne  
Townsend and Alta J. Townsend, Husband and Wife  
of the County of Red Willow and State of Nebraska, of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of (\$10.00)  
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS -----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, 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 Yuma and State  
of Colorado, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6th P.M.  
Section 13: SE $\frac{1}{4}$

Subject to all reservations, restrictions and easements of record and subject  
to all visable easements.

"There shall be further excepted and reserved to the Grantors an undivided  
one-half ( $\frac{1}{2}$ ) of all oil, gas, and other minerals in and under and that may  
be produced from said lands together with a right of ingress and egress for  
the purpose of exploration, development, and removal of same, for a period  
of Ten (10) years or so long thereafter as oil, gas, and other minerals are  
being produced."

STATE  
DOCUMENTARY FEE 3 DOLS 80 CTS

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise apper-  
taining, 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 parties 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 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, the survivor of them, their assigns  
and the heirs and assigns of such survivor, that at the time of the ansealing and delivery of these presents,  
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,

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 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 seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Francis A. Dunphy  
Patricia P. Dunphy

Seal  
Seal  
Seal

STATE OF COLORADO,

County of Boulder

ss.

The foregoing instrument was  
acknowledged before me this 7 day of Sept, 1974.

\*by Francis A. Dunphy and Patricia P. Dunphy

Witness my hand and official seal.

My commission expires May 4, 1975

Notary Public

\*If acting in official or representative capacity, insert name and also office or capacity and for what acting.

Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

110-A CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
I, Margie Eystone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A. M.  
*Margie Eystone, Deputy*  
COUNTY CLERK AND RECORDER

STATE OF COLORADO,  
County of YUMA } ss.  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 19 75  
BOOK 499, Page No. 156A  
By *Margie Eystone* Recorder  
Deputy  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396490

# HIGHLINE ELECTRIC ASSOCIATION

## IRRIGATION POWER CONTRACT

THIS AGREEMENT, made and entered into this 7th day of January, 2000 by and between Highline Electric Association, hereinafter referred to as the "Association" and Otto E. Lueking Jr, hereinafter referred to as the "Owner".

WITNESSETH: That as such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:

SE 1/4 of Section 13 Township 05 N Range 47 W County Yuma State Colorado

Nameplate Horsepower 150.00

Phase 3

The charges for this service and the Rules and Regulations governing the same shall be as provided in the general Rules and Regulations of the Association, and any such future changes in those Rules and Regulations as may hereafter be adopted by the Association.

**ANNUAL MINIMUM CHARGE:** Except where the line extension policy results in a higher minimum, normally for the first five years after construction, the minimum shall be based upon the billing horsepower as adopted by the Association. In no event will the billing horsepower be less than 7 1/2 horsepower for single phase service or 15 horsepower for three phase service.

**DETERMINATION OF BILLING HORSEPOWER:** The billing horsepower will be the input horsepower as measured by a suitable electric meter under stabilized and normal operating conditions.

**MINIMUM CHARGE:** After the first five years, if the Owner receiving service under an irrigation contract shall give notice to the Association on or before March 15, that if the Owner desires to have the Association facilities remain, but does not intend to use any electricity, the minimum charge for leaving the facilities in place shall be one half of the normal minimum under contract then in force. The contract shall remain in full force and effect if notice is not given on or before March 15, of the current year, and the full contract minimum shall be paid by the Owner.

**PAYMENT:** Owner agrees to pay billing as provided in the Rules and Regulations of the Association. If the Owner, during the preceding year, was delinquent in payments due, the Association may require in advance a deposit in an amount equal to the highest one month billing for the most recent year that the service was operating normally. Any service involved in bankruptcy or receivership proceedings shall be considered delinquent for deposit purposes. The Owner further agrees that s/he alone shall be responsible for payment of all charges for this service, but the Owner may request the billing be sent to another for payment. The Owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof, the same as any other valid lien on real estate. The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, it shall be notice of said obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose the lien thereunder, the Owner agrees that a reasonable amount of attorney's fees and costs may be added hereto.

**TERM AND CANCELLATION:** The initial term of this agreement shall be for five consecutive irrigation seasons following the date hereof regardless of whether or not the service is used, and shall be deemed to extend automatically for subsequent seasons unless the Owner shall have given written notice to the Association by the preceding March 15, of his unwillingness to pay the annual minimum. Following the giving of written notice by the Owner to the Association, as provided above, this contract shall be deemed terminated, and service to the irrigation well may be reinstated only upon execution of a new contract having a term of one year providing the Association's equipment has not been removed. Following cancellation of this contract in the manner described above, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner of its intention. If the line is retired and the same owner requests reinstallation of this line, he will be required to prepay twice the estimated reinstallation costs less material.

**RIGHT OF ACCESS:** Owner agrees to provide and maintain an access road to the irrigation well and to grant the use thereof to the Association's vehicles and employees for the purpose of reading the meter and for maintenance of the Association's facilities. Such road shall be so located and maintained that the Association's equipment may readily reach the meter and not be required to cross irrigation ditches or crops.

**MOTOR PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE:** It is agreed the Association will not be liable for any damage occasioned by the failure of lack of proper motor protective equipment or from damage caused by lightning. The Association will not be liable for failure to furnish power or failure of power, for any reason beyond its control.

**UNDERGROUND SERVICE:** If the Owner will be using self-propelled watering equipment that could not function if poles were located in the field, the Association will install and maintain the underground facilities to a point determined by the Association, but not past the first main disconnect. The Owner will be billed for the actual cost of underground cable and installation, however the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes this service vulnerable to gopher damage, the Owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch. All previous irrigation contracts pertaining to this particular well location between the Association and Owner are hereby terminated and cancelled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures as of January 7, 2000 *tl*

Otto E. Lueking Jr  
(Owner's Name Typed)

(SE 13-05-47)  
(Description)

14755 Co Rd 56  
(Address)

Yuma, CO 80759  
(City/State/Zip Code)

Otto E. Lueking Jr (Title)  
(Owner Signature)

970-774-7552  
(Telephone #)

Dora Bartlett  
(Signature of Witness - Not a Relative)

Customer Copy

01/1999/irrpc

*David E. Shuman*  
Manager

FOR OFFICE USE ONLY

Account # 825821

R/C # 130

S/O # 20261

J/O #

M/O #

Previous Owner & Account #:

Wayne Townsend

#742001



497980 02/25/2000 10:00A IRRPC Janice Cobb  
1 of 1 R 5.00 D 0.00 Yuma County, CO

16-13-5747

511645  
1 of 2

3/27/2003 10:15:00 AM BEVERLY A WENGER  
OGLSE R \$11.00 D \$0.00 Yuma County, CO

## OIL AND GAS LEASE (PAID UP)

THIS AGREEMENT, made and entered into this 13th day of January, 2003 by and between Otto E. Lunking, Jr., 14755 County Rd. 54, Yuma, CO 80759, hereinafter called lessor, (whether one or more), and Cohort Energy Company, P.O. Box 226406, Dallas, TX 75222-6406, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and 00/100 DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, conveys, leases and exclusively uses said lands hereinafter described, together with any and every necessary right therein, for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether solid or liquid, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, power, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, above or adjoining with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in

the County of Yuma, State of Colorado, and being described as follows to wit:

Township 5 North, Range 47 West  
Section 13, 18, 19, 24

it being the purpose and intent of lessor to lease, and lessee does hereby lease, all of the lands or interests in lands covered by lessor which define the lands above described or which lie in the vicinity or adjoining lands specified. For all purposes

of this lease, said lands shall be deemed to contain 160.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Five (5) years from this date (herein called "primary term") and as long thereafter as oil or gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas. Drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land or lessee is not engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted, and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

In consideration of the premises, it is hereby mutually agreed as follows:

1. Lessee shall deliver, free of cost, to lessor at the well, or to the credit of lessor in the pipeline to which the well may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessor's option, pay to lessor for each one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are produced from the leased premises.
2. On gas, gas condensate, gas distillate, casinghead gas and all other gases, including their condensates, produced from said land and sold or produced from said land and used off the leased premises or in the manufacture of gasoline or other products, lessee shall pay to lessor a sum equal to one-eighth (1/8) of the net proceeds received from the sale of such produced substances where the same is sold at the mouth of the well or if not sold at the mouth of the well, then one-eighth (1/8) of the market value thereof at the mouth of the well, but in no event more than one-eighth (1/8) of the actual amount received by lessee for the sale thereof. Without limiting the foregoing, it is expressly agreed that lessee shall at all times have the right to deduct from lessor's royalty on any gas produced hereunder the royalty share of the costs, if any, of compression for delivery, transportation and gathering to the point of delivery to the purchaser of such production and all applicable production, severance, and other taxes.
3. If a well capable of producing oil or gas and gas condensate in paying quantities is located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) at any time during the term of this lease, or if a well capable of producing oil or gas and gas condensate is located on the leased premises or on acreage pooled or consolidated with all or a portion of the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is in shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unreasonable. Lessee shall be obligated to pay or tender to lessor on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on or before the succeeding anniversary date of this lease during the period or periods such well is shut-in, as royalty, the sum of One Hundred Fifty and 00/100 DOLLARS (\$150.00); provided that, if gas or gas condensate from such well is sold or used as aforesaid prior to any such anniversary date of this lease, or if at any such anniversary date, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, on or before that particular anniversary date, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the following bank.

All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the payment date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessee (as his last known address as shown by lessor's records) on or before the payment date, shall be deemed payment or tender as herein provided. Notwithstanding the above, payment or tender of shut-in royalty to such depository or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. Royalty ownership as of the date of payment as shown by lessor's records shall govern the determination of the party or parties entitled to receive such payment. In consideration of the obligation to pay, it shall within the meaning of all terms of this lease, including the above, be conclusively deemed that gas is being produced from the premises during the time such gas or gas condensate is not sold or used. Notwithstanding any provision to the contrary herein, it is expressly agreed that the foregoing shut-in royalty obligation shall be in effect both during and after the primary term.

4. THIS IS A PAID-UP LEASE. In consideration of the down payment, lessor agrees that lessee shall not be obligated to commence or continue any drilling operations during the primary term hereof or to make any rental payments during such primary term.

5. Should lessee hereafter require any additional right, title or interest in and to the said land, it shall be subject to the provisions hereof to the same extent as if owned by lessor at the date hereof.

6. If lessor owns a fee interest in the land covered by this lease then the entire undivided fee simple interest therein, then whether or not such less interest is referred to or described herein, all shut-in royalties and royalties hereunder shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee. However, any such shut-in royalty shall be increased at all succeeding anniversary date after any reversion occurs to cover the interest so acquired provided that notice of said reversion is provided to lessee under the terms of this lease.

7. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the assignee, successor and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the household rights so assigned or sublet from any liability to lessor thereafter resulting upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, contents or royalties, however accomplished, shall operate to enlarge the obligations to diminish the rights of lessor or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessor, no change in the ownership of said land or of the right to receive shut-in royalties or other royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments and proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing as a recordable instrument to be filed with the lessee, the trustee or agent to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

8. Lessee may, at any time, execute and deliver to lessor or place of record a release conveying all or any part of the acreage embraced in the leased premises or covering any one or more acres, formations or depths underlying all or any part of the acreage, and thereupon shall be relieved of all obligations hereunder to secure with respect to the acreage, zones, formations or depths covered by such release. In the event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the shut-in royalty hereunder provided for shall be reduced proportionately on an acreage basis.

9. Lessee is granted the right, from time to time while this lease is in force, to be subject to the provisions hereof to the same extent as if owned by lessor at the date hereof, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the leasee), when in lessor's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of a sufficient size to be of substantial benefit to the pool, and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas condensate and shall not exceed 40 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or otherwise a pooling allowable based on acreage per well, then any such unit may be reduced as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and shut-in acreage pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessee shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any landhold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee shall also have the right, but not the obligation, from time to time, while this lease is in force, to modify or terminate any prior declaration of pooling by either increasing or decreasing the size of the pooled unit, such right to be exercised by the recording of an instrument evidencing such modification or termination, and such right may be exercised at any time and from time to time to the extent that such modification or termination will result in a pooled unit of any spacing pattern established by governmental regulation or order for the lands involved. Notwithstanding the limitations on termination of pooled units contained in the preceding sentence, lessee may also terminate any pooling affected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by assigning and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. In addition to and not in limitation of the rights granted in paragraph 9 hereof, lessee shall have the right to utilize, pool or combine all or any part of the above-described lands or 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 lands or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production thereof 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 a 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, but such consent shall not be deemed necessary to bind the interest of lessor to such cooperative or unit plan of development or operation.

11. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessor 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or used by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals. In addition, and not by way of limitation, lessee shall have the right for one year after the expiration of the term of this lease to enter the leased premises and remove any machinery or fixtures placed on the premises as well as the right to draw and remove casing during said period of time.

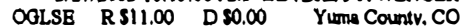
12. Lessee shall bury below plow depth its pipe lines on the leased premises when requested by the lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

13. Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessor shall not incur any liability nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands in the event of default of payment by lessor and he shall be entitled to the right of the holder thereof, and any such payments made by lessee for lessor shall be deducted from any payments or royalties due lessor under this lease. Furthermore, if any claim is asserted in any court or proceeding against lessor, or any third party claiming title to the leased land or any part thereof or any interest therein or any production therefrom, adverse to lessor or adverse to the rights claimed in good faith by lessor under this lease, then during the pendency of such controversy and until 90 days after determination thereof, lessee may defer or discontinue payment of any sums due hereunder and all claims on the leased land and, if it operates wells, it may deposit royalties accruing hereunder in any bank in the state in which the leased premises are located to abide the final determination of such controversy.

14. All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessor held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of fuel, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessor.

15. It is agreed that this lease shall never be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time thereafter (but in no event less than 90 days) to comply with any such covenants, conditions or stipulations.

16. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessor or lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.



19. Murmuring anything in the country herein, Lessor agrees that all royalties or other benefits accruing under this lease shall be due to Lessor without deduction (at the cost of producing, gathering, separating, compressing, dehydrating, storing, treating, processing, and otherwise making the oil, gas, and other gaseous or liquid hydrocarbons produced hereunder ready for sale or use or for the marketing thereof), so that Lessor's royalty shall not bear, directly or indirectly, any of such expenses, except the taxes and interstate transportation charges applicable to Lessor's share of production that are paid by Lessee.

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

Otto Lueking, Jr.  
Otto Lueking, Jr.  
SS# \_\_\_\_\_

STATE OF CO  
COUNTY OF Washington

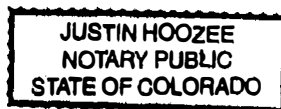
SS

(individual)

On the 14th day of February, A.D. 2023, before me personally appeared One Lemling, Jr. is to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. WITNESS my hand and official seal.

**My commission expires:**



My Commission Expires July 10, 2006

Notary Public  
Address Ovi's CO

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS.

(individual)

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same free act and deed.  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ WITNESS my hand and official seal.

**My commission expires:**

**Notary Public**

Address

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

53

(Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 20\_\_\_\_, before personally appeared \_\_\_\_\_ who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that said instrument was signed in behalf of said corporation, and he acknowledged to me that said corporation executed same.

WITNESS my hand and official seal

**My commission expires:**

**Notary Public**

Address



RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO     )  
                                      ) SS  
COUNTY OF YUMA         )

FILE #254

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

BERRY PETROLEUM COMPANY, 5201 TRUXTON AVE., SUITE 300,  
BAKERSFIELD, CA 93309-0640

its successors and assigns (hereinafter called GRANTEE), right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the pipelines, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

PARALLEL TO THE WEST SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 30: SW/4, beginning at a point approximately 2000 feet North of the SW corner of SW/4, thence South approximately 106 rods.

PARALLEL TO THE NORTH SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 30: NE/4, beginning at the NE corner of NE/4, thence West approximately 45 rods.

PARALLEL TO THE EAST SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 19: E/2, beginning at the SE corner of E/2; thence North approximately 320 rods to the NE corner of E/2.

PARALLEL TO THE WEST SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 19: NW/4, beginning at the NW corner of NW/4; thence South approximately 115 rods.

PARALLEL TO THE EAST SIDE OF:  
Township 5 North, Range 47 West, 6<sup>th</sup> P.M.  
Section 13: SE/4, beginning at the SE corner of SE/4; thence North approximately 160 rods to the NE corner of SE/4.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipelines. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and

removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipelines within the terms of this agreement, that the trench for said pipelines shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this 8<sup>th</sup> day of June 2005.

LANDOWNER'S SIGNATURE  
**Otto E. Lueking, Jr.**

Otto E. Lueking, Jr.  
Otto E. Lueking, Jr.

STATE OF Colorado )  
COUNTY OF Yuma ) SS

SUBSCRIBED AND SWORN TO BEFORE ME,  
Matt M. Mulder, A NOTARY PUBLIC IN AND FOR THE COUNTY  
AND STATE AFORESAID, ON THIS 8<sup>th</sup> DAY OF June 2005 BY Otto E.  
Lueking, Jr. WHO IS PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE  
THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND  
WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.

Matt M. Mulder  
MY COMMISSION EXPIRES: May 24, 2009



**SUBORDINATION AGREEMENT  
PREMIER FARM CREDIT**

WHEREAS, Highline Electric Association, is the owner of an Irrigation Power Contract dated January 7, 2000 and recorded February 25, 2000 in Book N/A, Page N/A, Reception No. 497980 of the records of Yuma County, Colorado, claiming a lien upon the following property in Yuma County, Colorado described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.,  
SECTION 13: SE1/4

WHEREAS, The Estate of Otto E. Lueking, Jr. aka Otto "Junior" Lueking aka Otto E. Lueking, Deceased, have applied to Premier Farm Credit, FLCA (Lender) for a loan of \$ 2,350,000.00 and has executed a Deed of Trust and Security Agreement dated June 29, 2021 to said Lender covering the above-described property and securing a note in like amount, which Deed of Trust and Security Agreement is recorded in Book N/A, Page N/A under Reception No. 581856 of the records of said County and State;

NOW, THEREFORE, Highline Electric Association, to induce Premier Farm Credit, FLCA, to complete its loan, does subordinate all rights created by the Irrigation Power Contract in the above property, to the lien of Deed of Trust and Security Agreement to Lender and agrees that said Deed of Trust and Security Agreement shall constitute a first and prior lien upon the property described above to the same extent as though it were actually executed and recorded prior to the Irrigation Power Contract of Highline Electric Association.

Witness the signature by the below named Corporation.

ATTEST:

Highline Electric Association

BY: Marilyn R. Prior BY: Mike Bennett  
(Secretary) (President)

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
) ss.  
COUNTY OF PHILLIPS )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2021, by Mike Bennett, President of Highline Electric Association.

Joanie Groshans  
Notary Public

JOANIE GROSHANS  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 19944005446  
MY COMMISSION EXPIRES JAN 15, 2023

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 17080

To all to Whom these Presents shall come, Greeting:

Whereas,

William J. Rutledge of Logan County

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

William J. Rutledge

according to the provisions of the act of Congress of the 23rd of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the

The South East quarter of Section Twenty four  
in Township five North of Range Forty Seven  
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

William J. Rutledge

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

William J. Rutledge

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

William J. Rutledge

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 Twenty Sixth day of May in the year of our Lord one thousand eight hundred and Ninety One and of the independence of the United States the one hundred and fiftieth

BY THE PRESIDENT: Benjamin Harrison By Ellen Macfarland, Secretary

Recorded, Vol. 219, Page 81

J. H. Townsend, Recorder of the General Land Office

Filed for Record the 19th day of July

A. D. 1891, at 9 o'clock P. M.

B. O. Giff

Recorder

By Deputy



## THE UNITED STATES OF AMERICA.

Certificate No. 2

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Charles H. Hindehas 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 saidCharles H. Hinde  
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 purchase of certain sections of land in the Township of 10th N. of Range 10 E. of the 1st Meridian, in the County of Adams, State of Colorado, containing one hundred and thirty 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 H. HindeNOW, 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 H. Hindeand 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 saidCharles H. Hinde  
and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.IN TESTIMONY WHEREOF, I, William McKinley President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.GIVEN under my hand, at the City of Washington, the twenty sixth day of May, in the year of our Lord one thousand nine hundred and eighteen, and of the Independence of the United States the one hundred and thirty eighthBY THE PRESIDENT: William McKinleyBy Edwin M. Johnston Secretary.Edwin M. Johnston Recorder of the General Land Office.Recorded, Colorado Vol. 100 Page 2Filed for Record the 27 day of May, A. D. 1918, at 10 o'clock A.M.By Edwin M. Johnston Deputy.

Recorded: JAN. 11, 1967 at 11:40 Clock A.M.

Reception: 375-213 S. R. ALLISON, Recorder

BOOK 440 PAGE 362

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Robert Young (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

Along the south  
Side of the south 1/2

Section 24

Township 5

Range 47

High line to pay  
\$12.00 per pole and  
Anchor

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 6th day of Jan., 19 67.

Robert Young (L.S.)

Paula Young Power of Attorney

STATE OF Colo

COUNTY OF Yuma

The foregoing instrument was acknowledged before me this 6th

day of Jan., 19 67 by Robert Young Power of Attorney

Witness my hand and official seal.

Notary Public

Notary Public



Supplies  
Power of  
Attorney



Filed for record this 18th day of April A.D. 1973 at 8:55 A.M.

No. 388825

S. B. Allison

RECORDED

Mae Young and Robert Young

BOOK 478 PAGE 444

whose address is 20 South Washington - City of Denver

County of Denver and State of Colorado for the  
 consideration of ten dollars and other valuable considerations DOLLARS  
 in hand paid, hereby sell(s) and convey(s) to  
 Gordon R. Sipple

whose address is 308 S. Gum - City of Yuma

County of Yuma and State of Colorado, the following  
 real property in the County of Yuma and State of Colorado, to-wit:

TOWNSHIP FIVE NORTH, RANGE FORTY-SEVEN WEST OF THE 6th P.M.  
 SECTION 24: The South Half

EXCEPTING AND RESERVING One Half (1/2) of existing oil, gas and other  
 minerals for a period of 20 years from 1/24/73 and as long thereafter  
 as commercial production is had.

with all its appurtenances and warrant(s) the title to the same, subject to:  
 General taxes for the year 1973 and thereafter and except for easements  
 and restrictions of record.

Signed this 5 day of April, 1973

*Mae Young*  
*Robert Young*

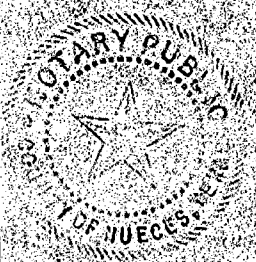
STATE OF ~~TEXAS~~, TEXAS

County of Nueces

The foregoing instrument was acknowledged before me this

5 day of April, 1973

by Mae Young



Witness my hand and official seal.  
 My commission expires June 1, 1973

*J. Gene Jones*

Notary Public

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

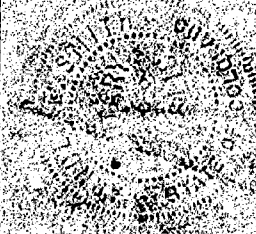
STATE OF COLORADO,

County of Denver

The foregoing instrument was acknowledged before me this

9 day of April, 1973

by Robert Young



Witness my hand and official seal.  
 My commission expires May 22, 1975

*Charles R. Smith*

Notary Public

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

STATE DOCUMENTARY FEE 5 DOLS 60 CTS

Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.



100-A CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA ss.  
I, Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A M.  
Margie Eyestone, Deputy  
COUNTY CLERK AND RECORDER

STATE OF COLORADO,  
COUNTY OF YUMA  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 1975  
By Margie Eyestone Deputy  
Recorder  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

396480  
ORDER

OIL AND GAS LEASE



AGREEMENT, Made and entered into the 4th day of June 1979  
by and between George B. Brethauer and Ruth V. Brethauer, husband and wife  
520 Birch Street  
Wray, Colorado 80758

whose mailing address is \_\_\_\_\_ hereinafter called Lessor (whether one or more),  
and H. G. Westerman 1900 LTV Tower Dallas, Texas 75201

hereinafter called Lessee:  
Lessor, in consideration of Ten & 00/100 Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in, County of Yuma State of Colorado described as follows, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST, 6th P. M.  
Section 24; SW/4

and containing 160.0 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 1 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then, the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessor hereby warrants and agrees to defend the title to the lands herein described, 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, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production so had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

See "Exhibit A" which is attached to and made a part of this lease.

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

Witness  
George B. Brethauer SS#

Ruth V. Brethauer  
Ruth V. Brethauer SS#

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF Yuma

Before me, the undersigned, a Notary Public, within and for said county and state, on this 4th  
day of June, 1979, personally appeared George B. Brethauer  
and Ruth V. Brethauer

to me personally 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.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 8-1-82

John M. Weston  
John M. Weston

Notary Public.

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF Yuma

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

No. 412296 INDEXED

## OIL AND GAS LEASE

FROM

GEORGE B. BRETHAUER, EUX

RUTH V. BRETHAUER

TO

H. G. WESTERMAN

Date \_\_\_\_\_, 19\_\_\_\_

Section \_\_\_\_\_ Twp \_\_\_\_\_ Rge \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF COLORADO } ss.  
County of YUMA

This instrument was filed for record on the

5 day of June, 1979  
at 2:45 o'clock P M., and duly recorded  
in Book 541 Page 38 of

the records of this office

By Margie Eysenhardt  
Register of Deeds.

By \_\_\_\_\_

When recorded, return to John M. Weston

Box 305

Wray, Colo. 80758

THE KANSAS BLUE PRINT CO.  
WICHITA, KANSAS  
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

6.00 per.

NOTE: When signature b. mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

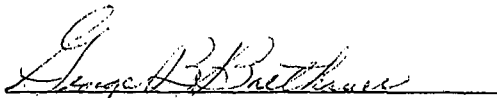
My commission expires \_\_\_\_\_

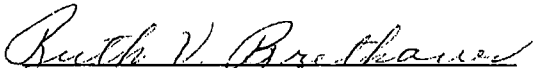
Notary Public.

EXHIBIT A

If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations hereon, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in a such a manner as will least disturb or interfere with Lessor's irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by its operations, Lessee, or his assigns, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said overhead sprinkler irrigation system. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purpose of drilling and production.

Lessee agrees to drill one well to test the Niobrara formation within one year from the lease date, subject to Lessee obtaining a Title Opinion showing marketable title of the minerals.

  
George B. Brethauer

  
Ruth V. Brethauer

## OIL AND GAS LEASE



AGREEMENT, Made and entered into the 5th day of March, 1980,  
by and between William Brethauer, et ux. 309 North Birch Street, Yuma, Colorado 80759

whose mailing address is \_\_\_\_\_, hereinafter called Lessor (whether one or more),  
and H. G. Westerman, 1900 LTV Tower, Dallas, Texas 75201

\_\_\_\_\_ hereinafter called Lessee:  
Lessor, in consideration of Ten & 100 Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the covenants herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Yuma, State of Colorado described as follows, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST, 6th P.M.  
SECTION 24; SE/4

Recorded Mar 17, 1980 at 9:00 O'Clock A M  
Reception 415736 Margie Eyestone, Recorder

In Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 1 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

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

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth ( $\frac{1}{8}$ ), at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then, the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessor hereby warrants and agrees to defend the title to the lands herein described, 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, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under said that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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

William Brethauer

*William Brethauer, et ux.*  
*H. G. Westerman*

STATE OF COLORADO } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF YUMA  
Before me, the undersigned, a Notary Public, within and for said county and state, on this MARCH 10, 1980  
day of MARCH, 1980, personally appeared WILLIAM BRETHAUER  
and \_\_\_\_\_  
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that DE executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires My Comm. expires April 15, 1981 \_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_  
Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires \_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 seal the day and year last above written.  
My commission expires \_\_\_\_\_  
Notary Public.

INDEXED

No. 415736

OIL AND GAS LEASE

FROM

WILLIAM BRETHAUER

TO

H. C. WESTERMAN

Date \_\_\_\_\_, 19\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF COLORADO } ss.  
County of YUMA

This instrument was filed for record on the

\_\_\_\_\_ day of March, 1980

at 9:00 o'clock A.M., and duly recorded

in Book 553 Page 79 of

the records of this office.

By Margie E. Spentane  
Register of Deeds.

When recorded, return to J. H. Operating Co.

1900 LTV Drive

Ballwin, Jefferson 75201

THE KANSAS BLUE PRINT CO.

WICHITA, KANSAS

PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_  
Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires \_\_\_\_\_  
Notary Public.

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
 COUNTY OF YUMA )

FILE # N/S

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA

STATE OF COLORADO, to wit: Starting at a point on the west line approximately 60 feet north of the southwest corner and running approximately 600 feet east, parallel with the south line of:

TOWNSHIP 5 NORTH, RANGE 47 WEST, 6th P.M.  
Section 24; SW/4

There is included in this grant the right, from time to time, to lay construct, maintain, operate, alter, repair, remove, change the size of and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by the GRANTEE hereunder and for any such additional line laid, the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger, or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the terms of this agreement, that the trench for said pipeline shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been otherwise made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

DECEMBER 31, 1980

LANDOWNER'S SIGNATURE

George B. Brethauer

Ruth Brethauer

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF PUMPA ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, DONALD L. SHERLOCK,  
a Notary Public in and for the County and State aforesaid, on this day  
of DECEMBER 31, 1980, by GEORGE & RUTH BRETHAUER  
who is/are personally known to me and known to me to be the same person(s)  
who executed the foregoing instrument and who duly acknowledged the  
execution of same.

WITNESS my hand and seal.

Donald L. Sherlock  
Notary Public

My Commission expires: My Comm. expires April 15, 1981



Recorded Feb 15, 1985 at 3:15 O'Clock P

Reception 436927

Margie Eyestone, Recorder

BOOK 619 PAGE 42

**CORPORATION SPECIAL WARRANTY DEED**  
The Federal Land Bank of Wichita

THIS INDENTURE, Made this 15th day of February, 19 85, between THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation, party of the first part, and

OTTO E. LUEKING, JR.

14755 County Road 56

Yuma, CO 80759

, party/parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

ONE HUNDRED FIFTY THOUSAND ----- DOLLARS, and other valuable consideration to it in hand paid by the said party/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 and convey unto the said party/parties of the second part, his heirs, successors and assigns, forever, its title to and interest in the following described real estate situated in the County of YUMA and State of COLORADO, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P. M.

Section 24: SW $\frac{1}{4}$

Together with:

Colorado Permit #016361;

1 Western 8" Turbine Pump, Serial No. TM1482;

1 Valley 13-tower sprinkler, Serial No. 9425;

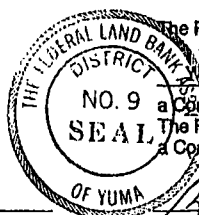
1 Newman Motor, Serial No. V113204 and all appurtenances.

Excepting and reserving to the Grantor an undivided  $\frac{1}{2}$  interest of the minerals and mineral rights which it presently owns (including an undivided  $\frac{1}{2}$  interest in mineral and mineral rights reserved Mae Young and Robert Young under Warranty Deed to Gordon Sipple recorded in Book 478, Page 444 of the Yuma County, Colorado records upon termination of such reservation) including but not limited to, oil and natural hydrocarbon gases; helium; coal and lignite; sand and gravel and other minerals and mineral rights together with the right of ingress and egress to remove the same.

TO HAVE AND TO HOLD The same, together with all and singular the title and interest of party of the first part in and to the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is the lawful owner of the interest hereby conveyed in the above described premises; and that it will warrant and defend the same unto the party/parties of the second part, his heirs, successors, and assigns, forever, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever lawfully claiming through, by or under it; them, or either of them.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by the Federal Land Bank Association of Yuma, Colorado, a corporation, as Attorney-in-Fact for The Federal Land Bank of Wichita, a corporation, by and with the consent and authority of Board of Directors of The Federal Land Bank of Wichita, on the date and year first above written.

ATTEST:



The Federal Land Bank Association of

YUMA, COLORADO

a Corporation, as Attorney-in-Fact for

The Federal Land Bank of Wichita,

a Corporation.

Chuck Keller,

Assistant Secretary

Michael Harvey,

President

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM BRETHAUER, WILLIAM D. BRETHAUER AND MARION B. BRETHAUER, of the County of Yuma, and State of Colorado, for the consideration of One hundred sixty thousand Dollars, in hand paid, hereby sells and conveys to OTTO E. LUKING, JR., 14755 Co. Rd. 56 Yuma, CO 80759, of the County of Yuma, and State of Colorado, the following real property, situate in the County of Yuma and State of Colorado, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6th P.M.  
Sec. 24, NE 1

Excepting and reserving one-half (1/2) of all oil, gas, minerals and mineral rights presently owned by the Grantor along with all reversionary interests, if any. Including all water, water rights and irrigation permits thereto appertaining.

With all its appurtenances, and warrant the title to the same, subject to mineral reservations, leases, conveyances, easements, restrictions of record and taxes for the year 1985, and subsequent years.

Signed and delivered this 28<sup>th</sup> day of March, 1985.

State Documentary Fee
Date <u>JUN 11 1985</u>
\$ <u>16.00</u>

William Brethauer  
WILLIAM BRETHAUER  
William D. Brethauer  
WILLIAM D. BRETHAUER  
Marion B. Brethauer  
MARION B. BRETHAUER

STATE OF COLORADO)  
COUNTY OF YUMA)

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 1985, by WILLIAM BRETHAUER, WILLIAM D. BRETHAUER AND MARION B. BRETHAUER.

WITNESS my hand and official seal.

My commission expires: 2-14-87



L. Schuchman  
NOTARY PUBLIC  
Address:

RECORDED  
INDEXED  
JUN 11 1985



**DEED OF DISTRIBUTION BY TRUSTEES - Mineral**

Grantors, LAURETTA J. GIBBS and STEVEN D. SALVADOR, as co-trustees of the MARY S. SALVADOR FAMILY TRUST under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002, the address of said trust being: c/o 13856 Co. Rd. 57, Yuma, (80759)

State of Colorado, for the consideration of SEVERANCE AND DIVISION OF MINERAL

INTERESTS, in hand paid, hereby sell and convey to the following parties in the stated interests:

**LAURETTA J. GIBBS** - **An undivided one-third interest**  
5564 Mosquito Pass Dr.,  
CO Springs, CO 80917

**STEVEN D. SALVADOR** - **An undivided one-third interest**  
13856 Co. Rd. 57, Yuma, CO 80759

**BARBARA C. HOLCOMB** - **An undivided one-third interest**  
24055 W. 171<sup>st</sup> St., Kellyville, OK 74039

in and to the following real property in the County of Yuma, and State of Colorado, to wit:

**All of said Trust's undivided interest in oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the lands described below, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, to wit:**

**Township 5 North, 46 West of the 6<sup>th</sup> P.M.**

**Section 11: NW1/4**

**Section 17: NE1/4 and SE1/4**

**Township 5 North, 47 West of the 6<sup>th</sup> P.M.**


**Section 12: NE1/4**

**Section 24: N1/2**

with all its appurtenances.

Signed this 13<sup>th</sup> day of SEPT, 2012.

  
STEVEN D. SALVADOR, trustee of the  
Mary S. Salvador Family Trust

  
LAURETTA J. GIBBS, trustee of the  
Mary S. Salvador Family Trust

(Acknowledgments on reverse side.)



**DEED OF DISTRIBUTION BY TRUSTEES - Mineral**

Grantors, LAURETTA J. GIBBS and STEVEN D. SALVADOR, as co-trustees of the HARRY J. SALVADOR TRUST under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002, the address of said trust being: c/o 13856 Co. Rd. 57, Yuma, (80759) State of Colorado, for the consideration of DIVISION OF SEVERED MINERAL INTEREST, in hand paid, hereby sell and convey to the following parties in the stated interests:

**LAURETTA J. GIBBS** - **An undivided one-third interest**  
5564 Mosquito Pass Dr.,  
CO Springs, CO 80917

**STEVEN D. SALVADOR** - **An undivided one-third interest**  
13856 Co. Rd. 57, Yuma, CO 80759

**BARBARA C. HOLCOMB** - **An undivided one-third interest**  
24055 W. 171<sup>st</sup> St., Kellyville, OK 74039

the following real property in the County of Yuma, and State of Colorado, to wit:

All of said Trust's undivided interest in oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the lands described below, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, to wit:

**Township 5 North, 46 West of the 6<sup>th</sup> P.M.**

Section 11: NW1/4

Section 17: NE1/4 and SE1/4

**Township 5 North, 47 West of the 6<sup>th</sup> P.M.**

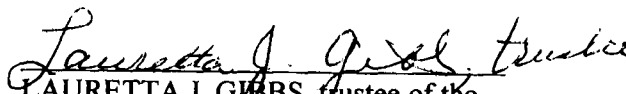
Section 12: NE1/4

Section 24: N1/2

with all its appurtenances.

Signed this 13<sup>th</sup> day of SEPT., 2012.

  
STEVEN D. SALVADOR, trustee of the  
Harry J. Salvador Trust

  
LAURETTA J. GIBBS, trustee of the  
Harry J. Salvador Trust

(Acknowledgment on reverse side.)

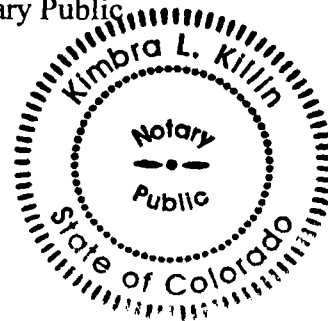


STATE OF COLORADO )  
County of Phillips ) s.

The foregoing Deed was acknowledged before me this 13<sup>th</sup> day of Sept., 2012, by STEVEN D. SALVADOR as a co-trustee of the HARRY J. SALVADOR TRUST, under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002. Witness my hand and official seal.

My commission expires: 11-1-15

Kimbra L. Killin  
Notary Public

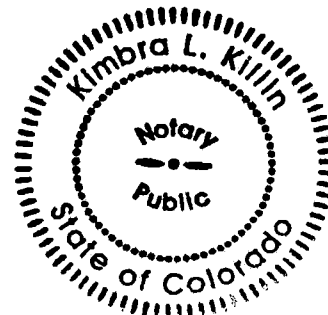


STATE OF COLORADO )  
County of Phillips ) s.

The foregoing Deed was acknowledged before me this 8<sup>th</sup> day of Sept., 2004, by LAURETTA J. GIBBS, as a co-trustee of the HARRY J. SALVADOR TRUST, under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002. Witness my hand and official seal.

My commission expires: 11-1-15

Kimbra L. Killin  
Notary Public





# **BARGAIN AND SALE DEED**

Grantor, STEVEN D. SALVADOR, his address being 13856 Co. Rd. 57, Yuma, CO 80759 for the consideration of CHANGE OF LEGAL DESCRIPTION TO REFLECT SURVEY DESCRIPTIONS, in hand paid, hereby sells and conveys to:

**THE HARRY J. SALVADOR TRUST, an intervivos trust created by Harry J. Salvador by trust agreement dated 1/18/1980; Amendment dated 12/21/1999 and Second amendment dated 1/15/2002; and**

**THE MARY S. SALVADOR FAMILY TRUST, an intervivos trust created by Mary S. Salvador by trust agreement dated 1/18/1980; Amendment dated 12/21/1999 and Second amendment dated 1/15/2002;**

each an undivided one-half interest in and to the following lands, the address of said trusts being: 13856 Co. Rd. 57, Yuma, CO 80759, the following real property in **Yuma County, Colorado**, to wit:

N1/2 of Section 24, Township 5 North, Range 47 West of the 6<sup>th</sup> P.M.

SAVING AND RESERVING unto Grantor, STEVEN D. SALVADOR, all of all oil, gas minerals and mineral rights presently owned by him in and under and that may be produced from said land, together with the right of ingress and egress at all times for the purpose of operating and developing said land for oil, gas and other minerals, and marketing the same therefrom;

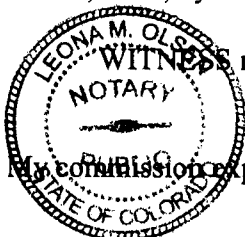
with all appurtenances.

Signed this 22<sup>nd</sup> day of March, 2013.

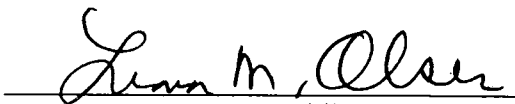
  
STEVEN D. SALVADOR

STATE OF COLORADO )  
 ) ss.  
County of Yuma )

The foregoing Bargain and Sale Deed was acknowledged before me this 22<sup>nd</sup> day of March, 2013, by STEVEN D. SALVADOR.



Witness my hand and official seal.

  
Notary Public

My commission expires: 9/6/2013

*dmv*

My Commission Expires Sept. 6, 2013

# THE UNITED STATES OF AMERICA

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 74

APPLICATION 8679

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

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

Anthony O. Merrill has been established and duly consummated, in conformity to law, for the

South East quarter of Section Nineteen in Township  
five North of Range forty six West of the Sixth Prin-  
icipal Meridian in Colorado, containing one hundred  
and sixty Acres

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said

Anthony O. Merrill

the tract of land above described:

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said

Anthony O. Merrill

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 first

day of December, in the year of our Lord one thousand eight hundred and ninety one, and of the Independence of the United States the one hundred and sixteenth

BY THE PRESIDENT: Benjamin Harrison

By E. Macfarland Asst. Secretary.

J. R. Conwell

Recorder of the General Land Office.

Ad interim

Recorded, Vol. 1 Page 74

Filed for Record the 28<sup>th</sup> day of January A. D. 1891, at 9<sup>o</sup> o'clock A. M.

John M. Hemcke

Recorder.





## THE UNITED STATES OF AMERICA.

Certificate No. 8-9-

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, William Martin of Hutchinson County, Kansas

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

William Martin

according to the provisions of the Act of Congress of the 24th of April, 1829, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for

The North west quarter of section nineteen in township five North of Range forty six West of the sixth Principal Meridian in Colorado containing one hundred and sixty one acre and thirty two hundredths of an acre.

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

William Martin

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

William Martin

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

William Martin

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

IN TESTIMONY WHEREOF, I, 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 22nd

day of December, in the year of our Lord one thousand eight

hundred and ninety, and of the Independence of the United

States the one hundred and thirtieth

BY THE PRESIDENT:

Benjamin Harrison

By Edwin M. Morgan, Act. Secy.

Recorder of the General Land Office.



Recorded, Colorado Vol. 15, Page 69

Filed for Record the 24th day of July, A. D. 1907, at 9 o'clock A.M.

By Mabel Carr, Deputy.



# THE UNITED STATES OF AMERICA.

Sterling 01378

To all to Whom these Presents shall come, GREETING:

~~Homestead Certificate No.~~

APPLICATION.

Whereas, There has been deposited in the General Land Office of the

United States a Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office or 20, 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

Felix D. Spelts

has been established and duly consummated, in conformity to law, for the southwest quarter of Section Nineteen in Township Five North, of Range

Forty-six west of the Sixth Principal Meridian, Colorado, containing one hundred sixty-one and twelve-hundredths 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

of 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, 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 twentieth day of May, in the year of our Lord one thousand nine hundred and thirteen, and of the Independence of the United States the one hundred and thirty-seventh

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary.

Recorded, Colorado Pat. Number 335203

H. W. Sanford, Recorder of the General Land Office.

Filed for Record the 12th day of November, A. D. 1913, at 6.00 o'clock A. M.

Harry H. McKinney, Recorder.

By Deputy.



# 279895

Book 279, 527  
Sept. 10, 1943  
9:55 A. M.

United States by the  
President,

By M. McKean, Secy.

I. R. Connell, Sec.

G. L. O. ( seal )

to

Alvah B. Talbot.

Patent.

Dated Mar. 26, 1890.

N<sup>1</sup>/<sub>4</sub> of Sec. 19, Tp. 5 N., R.

46 W., 6th P. M., 160 acres.

No mineral reservations.

CERTIFICATE OF COPY: Dated Sept.

7, 1943. Signed: Jas. F. Homer,

Acting Chief, Patents Division.

SEAL of G. L. O.

Recorded JUN 5 1952 at 3:30 P.M.

Reception 315492 JOHN ADCOCK, Recorder

RIGHT OF WAY DEED

BOOK 332 PAGE 525

KNOW ALL MEN BY THESE PRESENTS, That We, OTTO LUEKING and LORENE LUEKING, of the County of Yuma, and State of Colorado, for and in consideration of the sum of 16.00, in hand paid, receipt whereof is hereby acknowledged, do hereby grant, bargain, and convey unto the County of Yuma, in the State of Colorado, the following described real estate, situate in the County of Yuma and State of Colorado, to-wit:

A right of way for public highway bounded and described as follows:

PARCEL 1: A right of way approximately ten (10) feet in width parallel to and adjoining the present right of way for public highway now established and used along the North side of the North Half (N $\frac{1}{2}$ ), of Section Nineteen (19), Township Five (5) North, of Range Forty-six (46), West of the Sixth Principal Meridian; the South line of the present right of way above referred to and the North line of the right of way being conveyed being approximately thirty (30) feet South of the North line of said Section Nineteen (19), containing in all 1.212 acres, more or less;

with all its appurtenances.

Grantor reserves for himself, his heirs, executors, administrators, and assigns, all the oil, gas, and other mineral and mineral rights, whether metallic or non-metallic, in and under the lands described herein, but shall not have ingress and egress to and from said land for the purpose of drilling, exploring, mining, and operating, for such minerals, and shall not have the right to drill, explore, mine or in anyway operate for or remove such minerals during the time that the real estate herein is devoted to public highway purposes or constitutes a public road or highway or portion thereof.

Signed and delivered this \_\_\_\_\_ day of JUN 5 1952, A. D. 1952.

STATE OF COLORADO )  
COUNTY OF YUMA ) ss.

OTTO Lueking  
Lorene Lueking

The above and foregoing instrument was acknowledged before me this 5 day of \_\_\_\_\_, A. D. 1952 by OTTO LUEKING and LORENE LUEKING.

WITNESS my hand and official seal.

My commission expires \_\_\_\_\_.

John Adcock  
COUNTY CLERK & RECORDER  
YUMA COUNTY, WYOMING, COLORADO

# OIL AND GAS LEASE

BOOK 338 PAGE 332

THIS AGREEMENT made and entered into this 20th day of April, 1959, by and between John C. Findlay, of the County of Hamilton, State of Ohio, hereinafter called the lessor (whether one or more), whose Post Office address is Hamilton, Ohio, and THE OHIO OIL COMPANY, an Ohio Corporation, of Findlay, Ohio, hereinafter called the lessee, WITNESSETH:

(1). That said lessor for and in consideration of the sum of \$10,000.00 Dollars in hand paid by the lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained on the part of the lessee to be paid, kept and performed, by these presents does grant, demise, lease and let exclusively unto the lessee, its successors and assigns, for the purpose of mining and operating for and producing oil, gas and other hydrocarbons (including the exclusive right to make any kind or character of geological or geophysical surveys or tests) and of laying pipe lines, constructing tanks, erecting buildings and other structures, and all other rights and privileges necessary, incident, or convenient for the economical operation of said lands, alone or co-jointly with neighboring lands, the following described premises situate in Township 5, Range 14, County of Hamilton, State of Ohio, to wit:

Section 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, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178,

(11). If lessee at any time should include all or any part of the lands covered by this lease in a unit or cooperative operating agreement, lessee shall have the right to include lessor's royalty interest in said agreement and thereupon said agreement shall exclusively control the drilling, operating, and producing of such lands, anything to the contrary in this lease notwithstanding. The commencement and conduct of drilling operations on any part of the lands included in such agreement shall be deemed to comply with and satisfy all provisions of this lease relative to commencement and conduct of drilling operations. If oil, gas or other hydrocarbon is found in paying quantities on any of the tracts of land included in such agreement, whether or not on lands included in this lease, the royalty payments, provided by Section 3 hereof, shall be paid only upon the portion of such production which is allocated under said agreement to lands covered by this lease; and this lease shall remain in force as long as oil, gas or other hydrocarbon is or can be produced from such tracts, or any of them. Any agreement made by lessee under this paragraph shall be in writing, and lessee shall furnish lessor with a copy of the signed agreement.

(12). This lease shall not be terminated, forfeited or cancelled for failure by lessee to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have been first finally and judicially determined that such failure or default exists, and thereupon lessee shall be given a reasonable time thereafter to correct any default so determined, or at lessee's election it may surrender the lease with option of reserving under the terms of this lease each producing well and ten (10) acres surrounding it as selected by lessee, together with the right of ingress and egress thereto. Lessee shall not be liable in damages for breach of any implied covenant or obligation.

(13). Lessee may at any time surrender this lease as to all or any part of the lands or minerals covered hereby, by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately. All lands leased shall remain subject to encumbrances for rights of way necessary or convenient for lessee's operations on land retained by it.

(14). This lease and all its terms, conditions, and stipulations, shall extend to and be binding upon all heirs, devisees, representatives, successors or assigns of said lessor or lessee.

(15). This lease may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document; and this lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing notwithstanding some of the lessors above named may not join in the execution hereof.

EXECUTED as of the day and year first above written.

Signed and delivered in the presence of:

ATTEST

THE OHIO OIL COMPANY

By Russell

LESSOR

LESSOR

#### ACKNOWLEDGMENTS

(COLORADO INDIVIDUAL)

STATE OF Colorado

County of Yuma

The foregoing instrument was acknowledged before me this 23rd day of September 1959

by OTTO C. LUEKING, Et ux

WITNESS my hand and official seal.

My Commission expires March 6, 1963

Jarrell M. Luford

Notary Public.

(COLORADO, WHERE HOMESTEAD FILED ON MARGIN OF RECORD, WIFE MUST JOIN)

STATE OF Colorado

County of Yuma

The foregoing instrument was acknowledged before me this 23rd day of September 1959

by OTTO C. LUEKING, Et ux

and that Lorane S. Lueking wife of the said OTTO C. LUEKING did after having been by me fully apprised of her rights and the effect of signing said instrument of writing freely and voluntarily, separate and apart from her husband, sign and acknowledge the same.

WITNESS my hand and official seal.

My Commission expires March 6, 1963

Jarrell M. Luford

Notary Public.

### OIL AND GAS LEASE

FROM

OTTO C. Lueking, Et ux

Lorane S. Lueking

TO

The Ohio Oil Company

39 (RECORDER'S CERTIFICATE)

STATE OF Colorado

County of Yuma

This instrument was filed for record at 8:00 o'clock A.M., on the 23rd day of September, A. D. 1959, and duly recorded in Book 388 at Page 332

Law & Brown

(Name of Officer)

Fees, \$ 2.65 Ch'g

Return to

P. O. Address

CASPER PRINTING COMPANY, CASPER, WYO.

4705



Recorded JAN. 11, 1967 at 11:40 O'Clock A.M.

Reception 375240 S. R. ALLISON, Recorder

BOOK 440 PAGE 349

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) William C. Korf (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

Along the South Section 19 Highline to pay  
Side of the SW 1/4 Township 5 \$12.00 for each pole  
Range 46 and anchor

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 6th day of Jan, 19 67.

William C. Korf (L.S.)  
\_\_\_\_\_  
(L.S.)

STATE OF Col  
COUNTY OF Yuma

The foregoing instrument was acknowledged before me this 6th day of Jan, 19 67 by William C. Korf

Witness my hand and official seal.



My Commission Expires  
My Commission expires November 5, 1967

Kayle R. Powell  
Notary Public

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) OTTO C. Lucking (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

Along the south side of the southwest 1/4

Section 19

Township 5

Range 46

Highline to pay \$12.00 per pole and/or anchor

Highline to correct or move TD tower 12' required if line interferes with TD tower

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30 day of Dec, 19 66.

Otto C. Lucking (L.S.)

Lorraine S. Lucking (L.S.)

STATE OF Col  
COUNTY OF Phillips



The foregoing instrument was acknowledged before me this 30 day of Dec, 19 66 by OTTO C. & LORRAINE S. LUCKING

Witness my hand and official seal.

My Commission Expires  
My Commission expires November 5, 1967

Kayle R. Russell  
Notary Public

Oct. 16, 1975 10:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.



110-A CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of Yuma ss.  
I, Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A. M.  
Margie Eyestone, Deputy  
COUNTY CLERK AND RECORDER

STATE OF COLORADO, ss.  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 1975  
By Margie Eyestone Deputy  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

356400  
ORDER

THIS AGREEMENT, Entered into this the 15th day of March, 1977,  
between Carl W. Korf and Darlene G. Korf, his wife,  
Agas, Route  
Yuma, Colorado 80750 hereinafter called lessor,  
and H.C. Westerman, 518 Praetorian Bldg., Dallas, Texas 75201 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One and 10/100 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and their respective constituent vapors, and all other gases and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or jointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the County of Yuma, State of Colorado, and described as follows:

The Southwest Quarter (SW/4) of Section 19, Township 5 North, Range 46 West  
containing 160 acres, more or less.

2. This lease shall remain in force for a term of Ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay for royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas, condensate, distillate or other gaseous substance is found, and where such gas is not sold or used by the lessee may pay or tender annually at the end of each yearly period during the completion of the first such gas well during which such gas is not sold or used, as in lieu of royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof and while said in lieu royalty is so paid or tendered it will be considered under all provisions of this lease that gas is being produced in paying quantities; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15th day of March, 1978, this lease shall terminate as to both parties, unless the lessee shall on or before said date by check or draft pay or tender to the lessor or for the lessor's credit in the

Farmers State Bank at Yuma, Colorado 80750  
or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Hundred Sixty and 10/100 Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may be deferred for like periods successively. All payments or tenders may be made by check or draft of lessor or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantees, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

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

9. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

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

11. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or "if it is within the primary term" commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and terminate and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be of tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 650 acres each in the event of a gas and/or condensate or distillate well. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

Carl W. Korf  
(Carl W. Korf)  
Darlene G. Korf  
(Darlene G. Korf)

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF Yuma

Before me, the undersigned, a Notary Public, within and for said county and state, on this 24<sup>th</sup>  
day of March, 1977, personally appeared Carl W. Vora  
and DeLone G. Vora, his wife

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Jan 26 1978

Jean E. Chrismer  
Jean E. Chrismer Notary Public

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_

#### RIDER

If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations hereon, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in such a manner as will least disturb or interfere with Lessor's irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by its operations, Lessee, or his assigns, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said overhead sprinkler irrigation system. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purpose of drilling and production.

Lessor shall have the right to take in kind the royalty, or any portion thereof, provided for gas herein by using gas from any gas well on the land above described for farming and agricultural purposes on said land. Any gas so taken by Lessor shall be taken at or near the mouth of the well at a point to be designated by Lessee. All equipment necessary for the taking of gas and the measuring of same shall be furnished by Lessor at his own expense. The method of taking of gas and the point of connection for taking must be such as to not interfere with the operation of the well and must be submitted to Lessee or his assigns and accepted by him or it before gas is taken. For gas so taken by Lessor in an amount less than the full royalty fraction provided for gas in this lease, Lessee shall have the right to make a corresponding deduction in gas royalty payments due Lessor, said payments to be made in accordance with the terms of the lease. Lessee or his assigns shall never be liable to Lessor, Lessor's agents or employees or any other person as regards the gas taken, the use thereof, the equipment use, the manner of its use, the use to which put or anything incident thereto or resulting therefrom. Lessee or his assigns shall never be under any obligation to produce gas from any well unless practical or economical to do so. Lessee or his assigns shall at all times have dry land access to and from and around any equipment used by Lessor for taking gas and metering same and Lessor's irrigation operations and equipment shall be at all times be so situated and operated as to not interfere with any operations by Lessee for or in the production of oil or gas on said land.

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

..46

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF Cherokee  
Before me, the undersigned, a Notary Public, within and for said county and state, on this 9th  
day of March, 1972, personally appeared Otto B. Luchins, a single man  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires January 14, 1976 Irma I. Johnson Notary Public.

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_

#### RIDER

If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations hereon, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in such a manner as will least disturb or interfere with Lessor's irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by its operations, Lessee, or his assigns, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said overhead sprinkler irrigation system. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purpose of drilling and production.

Lessor shall have the right to take in kind the royalty, or any portion thereof, provided for gas herein by using gas from any gas well on the land above described for farming and agricultural purposes on said land. Any gas so taken by Lessor shall be taken at or near the mouth of the well at a point to be designated by Lessee. All equipment necessary for the taking of gas and the measuring of same shall be furnished by Lessor at his own expense. The method of taking of gas and the point of connection for taking must be such as to not interfere with the operation of the well and must be submitted to Lessee or his assigns and accepted by him or it before gas is taken. For gas so taken by Lessor in an amount less than the full royalty fraction provided for gas in this lease, Lessee shall have the right to make a corresponding deduction in gas royalty payments due Lessor, said payments to be made in accordance with the terms of the lease. Lessee or his assigns shall never be liable to Lessor, Lessor's agents or employees or any other person as regards the gas taken, the use thereof, the equipment use, the manner of its use, the use to which put or anything incident thereto or resulting therefrom. Lessee or his assigns shall never be under any obligation to produce gas from any well unless practical or economical to do so. Lessee or his assigns shall at all times have dry land access to and from and around any equipment used by Lessor for taking gas and metering same and Lessor's irrigation operations and equipment shall be at all times be so situated and operated as to not interfere with any operations by Lessee for or in the production of oil or gas on said land.

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.



Reception 413865 Margie Eyestone, Recorder

File No. N10  
N30

## RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE WEST SIDE OF

TOWNSHIP 5 NORTH, RANGE 46 WEST, 6th P.M.  
SECTION 19; NW/4  
SECTION 30; W/2

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD TO GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

AUGUST 14, 1979.

LANDOWNER'S SIGNATURE

Otto E. Lueking  
OTTO E. LUEKING

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

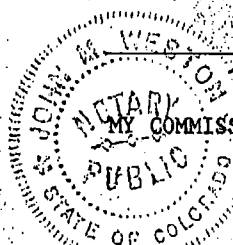
EXECUTED this day of \_\_\_\_\_ 1979.

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

SUBSCRIBED AND SWORN TO BEFORE ME, JOHN M. WESTON,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF

AUGUST 14, 1979, BY OTTO E. LUEKING  
WHO IS/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.



John M. Weston

NOTARY PUBLIC

MY COMMISSION EXPIRES:

8-1-82



Recorded Oct 10, 1979 at 4:00 O'Clock P M

BOOK 545 PAGE 047

Reception 413866 Margie Eyecora, Recorder

File No. N620

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereinafter called GRANTOR, whether one or more), does hereby GRANT, SELL and CONVEY to

J-W OPERATI ANY 1900 LTV TOWER DALLAS, TEXAS 75201

and assigns (hereinafter called GRANTEE), a right-of-way and 30 feet in width along a route, the location of which has been agreed by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE WEST SIDE OF  
TOWNSHIP 5 NORTH, RANGE 46 WEST, 6th P.M.  
SECTION 19, SW/4

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

AUGUST 16, 1979.

LANDOWNER'S SIGNATURE

Carl W. Korf  
CARL W. KORF

Darlene G. Korf  
DARLENE G. KORF

TENANT'S CONSENT

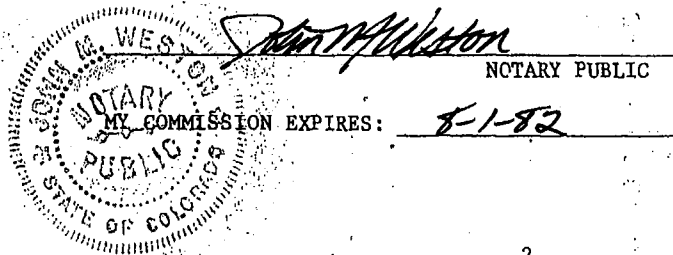
The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_ 1979.

STATE OF COLORADO )  
COUNTY OF YUMA ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, JOHN M. WESTON  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF

AUGUST 16, 1979, BY CARL W. KORF & DARLENE G. KORF  
WHO ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.  
WITNESS MY HAND AND SEAL.





RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

FILE # N111

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE WEST SIDE OF;

TOWNSHIP 5 NORTH, RANGE 46 WEST, 6th P.M.  
SECTION 19; N/2 of NW/4

Poor Copy

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the terms of this agreement, that the trench for said pipeline shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been otherwise made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

Sept 10, 1981

LANDOWNER'S SIGNATURE

Otto Lucking Jr.

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of Sept 10, 1981

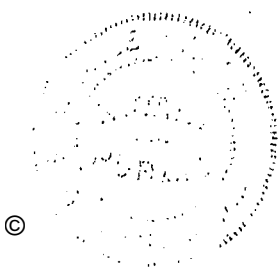
STATE OF Colorado )  
COUNTY OF Yuma ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, Dale Mason,  
a Notary Public in and for the County and State aforesaid, on this day  
of Sept 10, 1981, by Otto Lucking Jr.  
who is personally known to me and known to me to be the same person(s)  
who executed the foregoing instrument and who duly acknowledged the  
execution of same.

WITNESS my hand and seal.

Dale Mason  
Notary Public

My Commission expires: 7-31-1985



Recorded May 27, 1981 at 1:30 O'Clock P M

Reception 426082 Margie Eyestone, Recorder BOOK 586 PAGE 185

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
COUNTY OF YUMA )SS

FILE # N25

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA

STATE OF COLORADO, to wit:

*STARTING AT A POINT APPROXIMATELY 1740 FEET SOUTH OF THE NE CORNER AND RUNNING APPROXIMATELY 1740 FEET WEST PARALLEL WITH THE NORTH LINE OF TOWNSHIP 5 NORTH, RANGE 46 WEST, 6TH AM. SECTION 19, NE/4*

There is included in this grant the right, from time to time, to lay construct, maintain, operate, alter, repair, remove, change the size of and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by the GRANTEE hereunder and for any such additional line laid, the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger, or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described, the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the limits of this agreement, that the trench for said pipeline shall be dug to a depth and width when the trench is filled in after construction, that rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been otherwise made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

NOVEMBER 17, 1980

LANDOWNER'S SIGNATURE

Otto Lucking Jr.

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF YUMA } SS

SUBSCRIBED AND SWORN TO BEFORE ME, DONALD L. SHERLOCK, a Notary Public in and for the County and State aforesaid, on this day

of NOVEMBER 17, 1980, by OTTO LUCKING JR. who is/are personally known to me and known to me to be the same person(s) who executed the foregoing instrument and who duly acknowledged the execution of same.

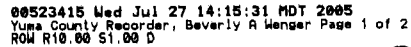
WITNESS my hand and seal

Donald L. Sherlock

Notary Public

My Commission expires: April 15, 1981





Q

FILE #254

BERRY PETROLEUM COMPANY, 5201 TRUXTON AVE., SUITE 300,  
BAKERSFIELD, CA 93309-0640

PARALLEL TO THE WEST SIDE OF:

Section 30: SW/4, beginning at a point approximately 2000 feet North of the SW corner of SW/4, thence South approximately 106 rods.

Township 5 North, Range 46 West, 6<sup>th</sup> P.M.

Section 30: NE/4, beginning at the NE corner of NE/4, thence West approximately 45 rods.

Township 5 North, Range 46 West, 6<sup>th</sup> P.M.

Section 19: E/2, beginning at the SE corner of E/2; thence North approximately 320 rods to the NE corner of E/2.

Township 5 North, Range 46 West, 6<sup>th</sup> P.M.

Section 19: NW/4, beginning at the NW corner of NW/4; thence South approximately 115 rods.

Township 5 North, Range 47 West, 6<sup>th</sup> P.M.

Section 13: SE/4, beginning at the SE corner of SE/4; thence North approximately 160 rods to the NE corner of SE/4.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and



00523415 Wed Jul 27 14:15:31 MDT 2005  
Yuma County Recorder, Beverly A Wenger Page 2 of 2  
ROW R10.00 \$1.00 0

removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipelines within the terms of this agreement, that the trench for said pipelines shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this 8<sup>th</sup> day of June 2005.

LANDOWNER'S SIGNATURE  
Otto E. Lueking, Jr.

Otto E. Lueking, Jr.  
Otto E. Lueking, Jr.

STATE OF Colorado )  
 ) SS  
COUNTY OF Yuma )

SUBSCRIBED AND SWORN TO BEFORE ME,  
Matt M. Mulder, A NOTARY PUBLIC IN AND FOR THE COUNTY  
AND STATE AFORESAID, ON THIS 8<sup>th</sup> DAY OF June 2005 BY Otto E.  
Lueking, Jr. WHO IS PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE  
THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND  
WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.

Matt M. Mulder  
MY COMMISSION EXPIRES: May 04, 2009



My Commission Expires:  
5-04-2009



Parcel  
#4A

1600.

Nov 9<sup>th</sup> 1891

Page 284

Feb 18, 1896

PATENT

Sales To John H. Longfield

18<sup>th</sup> 25-57-47 W 1600.

Book 14

Page 285

Feb 1, 1896

Date May 15, 1891

PATENT

Sales To Louis H. Ball

18<sup>th</sup> 18-57-46 W 161 279

Page 286

Feb 1, 1896

Date Dec 10, 1890

Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

116 A CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
I, Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75 , at 9:00 o'clock A. M.  
*Margie Eyestone, Deputy*  
COUNTY CLERK AND RECORDER

By *Margie Eyestone*  
Fees \$ 2.00 pd  
Record  
Deputy  
October 16 19 75  
Page No. 499  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396400

**OIL AND GAS LEASE**

BOOK 528 PAGE 595

THIS AGREEMENT, Entered into this the 8th day of May, 1978  
between **FREDDIE H. HILLMAN, and ELVA I. HILLMAN, husband and wife.**  
**Wages Route**  
**Yuma, Colorado 80759**

and **TESORO PETROLEUM CORPORATION, 2000 1st of Denver Plaza, Denver, CO.** hereinafter called lessor,  
hereinafter called lessee, does witness:

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

TOWNSHIP 5 NORTH, RANGE 47 WEST, 6th P.M.

Section 25: SE $\frac{1}{4}$

Section 28: NE $\frac{1}{4}$

See attached Rider which is incorporated herein by this reference.

and containing 320.00 acres, more or less.  
2. It is agreed that this lease shall remain in full force for a term of FIVE (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth ( $\frac{1}{8}$ ) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth ( $\frac{1}{8}$ ) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth ( $\frac{1}{8}$ ) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth ( $\frac{1}{8}$ ) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof.

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

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 8th day of May, 1979, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Farmers State Bank at Yuma, Colorado 80759 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of Three Hundred Twenty & No/100 dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and date and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

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

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

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

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

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

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

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimums by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise such pooling or unitization on each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion of the unit, on acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be computed for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

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

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

**FREDDIE H. HILLMAN**

**ELVA I. HILLMAN**

STATE OF Colorado )  
COUNTY OF Denver ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
**ACKNOWLEDGMENT — INDIVIDUAL**  
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th  
day of June, 19 78, personally appeared Freddie H. Hillman

and Elva I. Hillman, husband and wife.  
to me known to be the identical person S., described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires November 28, 1981 Roger W. Snellesman  
Notary Public.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
**ACKNOWLEDGMENT — INDIVIDUAL**  
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_  
Notary Public.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss. **ACKNOWLEDGMENT (For use by Corporation)**  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
Notary Public.  
My Commission expires \_\_\_\_\_

© 408030 INDEXED

No. \_\_\_\_\_

OIL AND GAS LEASE  
FROM  
FREDDIE H. HILLMAN, ETUX  
EVA I. HILLMAN  
TO  
TESORO PETROLEUM CORPORATION

Dated \_\_\_\_\_ 19 \_\_\_\_\_  
No. Acres \_\_\_\_\_  
County \_\_\_\_\_

Term \_\_\_\_\_

This instrument was filed for record on the 3rd  
day of July, 19 78, at  
8:30 o'clock A. M., and duly recorded in  
June 528 Page 595  
of the records of this office.

By Clay E. Stone County Clerk  
Margie Engstrom Deputy.  
When recorded return to  
% Tesoro  
633 17th St. #2000  
Denver 80202



Rider to Oil and Gas Lease dated May 8, 1978 from Freddie H. Hillman and Elva I. Hillman, husband and wife, hereinafter named Lessors, and Tesoro Petroleum Corporation, hereinafter named Lessee.

Prior to conducting operations on the leased premises during the crop growing season, lessee shall consult with lessor in selecting all well locations and routes for access roads on said lands.

Any production facilities shall be installed so as not to interfere with any sprinkler system now or hereafter installed upon the leased premises.

Signed for identification:

x Freddie H. Hillman

FREDDIE H. HILLMAN

x Elva I. Hillman

ELVA I. HILLMAN

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE SOUTH SIDE OF  
TOWNSHIP 5 NORTH, RANGE 47 WEST, 6TH P.M.  
SECTION 25; SE 1/4

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

OCTOBER 12, 1979.

LANDOWNER'S SIGNATURE

Freddie Hillman

Elva Hillman

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_ 1979.

STATE OF COLORADO )  
COUNTY OF YUMA ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, JOHN M. WESTON,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF

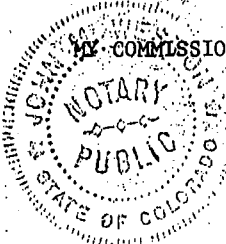
OCTOBER 12, 1979, BY FREDDIE HILLMAN & ELVA HILLMAN  
WHO ~~IS~~/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.

John M. Weston

NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-1-82



KNOW ALL MEN BY THESE PRESENTS, That FREDDIE H. HILLMAN, ELVA I. HILLMAN, F. H. HILLMAN & CO., a Partnership, and E. I. HILLMAN & CO., a Partnership

of the County of Yuma, and State of Colorado,

for the consideration of FOUR HUNDRED SIXTY SIX THOUSAND SIX HUNDRED SIXTY SIX (\$466,666.00)

in hand paid, hereby sell and convey to SHARPE FARMS, a Partnership  
12481 County Rd 46, Yuma, Colorado 80759

of the County of Yuma, and State of Colorado,

the following real property, situate in the County of Yuma

and State of Colorado, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 25: SE $\frac{1}{4}$

Section 28: NE $\frac{1}{4}$

That certain 50' X 100' X 16' Farmsted with grain kit be and is hereby declared to be real property and no longer severed from the same, and is hereby conveyed.

Including all water, water rights, irrigation permits, pumps, motors and irrigation equipment thereto appertaining.

EXCEPTING AND RESERVING unto the Grantors all minerals now owned by the Grantors, or hereafter acquired, until such time as the Promissory Note and Mortgage securing the same, running in favor of the Grantors, has been paid in full. Upon payment in full, the entire mineral fee, now owned by the Grantors, or hereafter acquired, shall vest in the Grantee, its heirs and assigns.

ALSO EXCEPTING AND RESERVING unto the Grantors all Natural Gas that may be produced from the well now in existence underlying the SE $\frac{1}{4}$  of Section 25, Township 5 North, Range 47 West of the 6th P.M. until such time as production in marketable quantity ceases. At such time as marketable production ceases, then the mineral fee, now owned or hereafter acquired by the Grantors, shall vest in the Grantee.

With all its appurtenances, and warrant the title to the same, subject to mineral reservations, leases, conveyances, easements, restrictions of record and taxes for the year 1982 and subsequent years, and existing Federal Land Bank Mortgages.

Signed and delivered this

30<sup>th</sup>

day of

April

A.D. 1982

In the Presence of  
F. H. HILLMAN & CO., a Partnership

By: Freddie H. Hillman

FREDDIE H. HILLMAN, individually

as a Partner

By: Elva I. Hillman

ELVA I. HILLMAN, individually & as

STATE OF COLORADO a Partner

E. I. HILLMAN & CO., a Partnership

By: Freddie H. Hillman (seal)

FREDDIE H. HILLMAN, individually & as

a Partner

By: Elva I. Hillman (seal)

ELVA I. HILLMAN, individually and as

a Partner

COUNTY OF YUMA

The foregoing instrument was acknowledged before me this

30<sup>th</sup>

day of

April

1982

by FREDDIE H. HILLMAN and ELVA I. HILLMAN, individually and as partners  
of F. H. HILLMAN & CO., a Partnership, and E. I. HILLMAN & CO., a Partnership  
WITNESS my hand and official seal.

My commission expires

Jan 7, 1984

206 So Main St  
Yuma, Colo 80759

Nadine Latt

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 office of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it — Statutory Acknowledgment — 118-6-1, C.R.S. 1953.

## Highline Electric Association

**Holyoke, Colorado**

### **Irrigation Power Contract**

THIS AGREEMENT, made and entered into the 12th day of February, 1992 by and between Highline Electric Association, hereinafter

referred to as the 'Association' and Otto E. Lueking hereinafter referred to as the 'Owner'

WITNESSETH That at such times as the Association makes electric energy available to the Owner, the Owner agrees to purchase from the Association and pay monthly to the Association for all electric energy used on the following described premises, less any parcel of land in the following description owned by others:

1/4 of SE 1/4 of Sec 25 Twp 5N Range 47 County of Yuma State of Colorado

Max. net. cfm Horsepower 125 Voltage 480 Price 3 Bill No. HP

The charges for the service and the rules and regulations governing the same shall be as provided in the general rules and regulations of the Association, and any such future changes in those rules and regulations as may hereafter be adopted by the Association.

**MINIMUM CHARGE:** Except where the rate extension policy results in a higher minimum for the first five years, the minimum shall be based on the billing horsepower of the adopted by the Association.

**DETERMINATION OF BELT-ING HORSEPOWER** The belt-ing horsepower will be the total of the manufacturer's horsepower ratings of how horsepower output, except that the owner may elect to make written request for and prepay the Association's estimated cost of making a test of the horsepower input and the belt-ing horsepower thereafter shall be the actual measured horsepower input to the motor under stabilized and normal operating conditions. Rega. Tests of whether the tested horsepower input is greater or less for the nameplate horsepower output. In no event will belt-ing horsepower be less than 1 1/2 HP for single phase service or 15 HP for three phase service.

**RENTAL CHARGE:** After the first five years if the Owner receiving service under an irrigation contract shall give notice to the Association on or before March 15 prior to the irrigation season that if the desire to have the Association facilities remain, but he does not intend to use any electricity, the rental charge for leaving the facilities in place shall be one half of the normal minimum unless a contract then in force. The contract shall remain in full force and effect if notice is not given on or before March 15, prior to the irrigation season, and the full contract minimum shall be paid by the Consumer.

**ARTICLE 8.** Owner agrees to pay billing as provided in the Rules and Regulations of the Association. If the owner, during the preceding year, was delinquent in payments due, the Association may require in advance a deposit in an amount equal to the highest one month billing for the most recent year that the service was operating normally. Any service involved in banister policy or receivership proceedings shall be considered delinquent for deposit purposes.

The owner further agrees that he alone shall be responsible for payment of all charges for this service, but the owner may request the billing be sent to another party for payment. The owner further agrees that the indebtedness incurred under this contract shall be considered as a lien against the real estate above described and may be enforced by foreclosure thereof. The same as any other valid lien on real estate. The Association may record this instrument in the office of the proper County Clerk and Recorder where the real estate is situated and after recording the same, "shall be notice of such obligation. In the event it shall become necessary for the Association to employ counsel to enforce the terms of this contract or foreclose thereon, the owner agrees that a substantial amount of attorney's fees and costs may be added hereto.

**TERM AND CANCELLATION:** The initial term of this Agreement shall be five consecutive eighteen-month seasons following the date hereof regardless of whether or not the service is used, and shall be deemed to extend automatically for subsequent seasons unless the Owner shall have given written notice to the Association by the preceding February 1 of his unwillingness to renew the annual minimum.

Following the giving of written notice by the Owner to the Association, as provided above, this contract shall be deemed terminated, and service to the Irrigation well may be reinitiated only upon execution of a new contract having a term of one year providing the Association's equipment has not been removed. Following cancellation of the contract in the manner described above, the Association may remove the facilities needed to serve the irrigation well without further notice to the Owner of its intention. If the line is reinitiated and the same owner requests reinitiation of the line, he will be required to prepay twice the estimated reinitiation costs less material and will need to execute a new contract for five years.

LAND FOR ACCESS: Owner agrees to provide and maintain an access road from the nearest highway to the irrigation well and to grant the use thereof to the Association's vehicles and employees for the purpose of reaching the meter and for maintenance of the Association's facilities. Such road shall be so located and maintained that the Association's equipment may, in any reach the meter and not be required to cross irrigation ditches or crops.

NOTICE: PROTECTIVE EQUIPMENT. LIGHTNING DAMAGE. We, the Association will not be liable for any damage occasioned by the failure of any of proper motor protective equipment or from damage caused by lightning. The Association will not be liable for failure to furnish power or failure of power for any reason beyond its control.

**UNDERGROUND SERVICE.** If the owner will be using self propelled working equipment that could not function if poles were located in the field, the Association will install, and maintain the underground facilities to a point determined by the Association, but not past the first man disconnect. The owner will be billed for the actual cost of underground cable and installation. However, the Association will retain ownership of the underground cable. The Association will not be liable for crop damage on the original installation or when doing maintenance thereafter. If the Association determines that the location of the underground service makes the service vulnerable to gopher damage, the owner will be requested to furnish conduit or install and maintain the underground service including main disconnect switch.

All previous negotiations concerning this particular well location between the Association and owner are hereby terminated and canceled. This Agreement shall be binding upon the heirs, administrators, executors or assigns of the parties hereto.

WE WITNESS WHEREOF the parties have hereunto affixed their signatures in duplicate as of 2-18 1992

**Otto E. Lueking**

Owners Name & Title Typed

14755 Co Rd 56

**Abstract**

Yuma, CO 80759

Otto E. Lueking  
2nd 2nd of Owner

Norman Sullivan  
(not an official)

## Highline Electric Association

Donald R. Finnan  
Manager

New Account No. 952502

JO No 23257

~~Formerly~~ **Sharpe Farms Inc.**

Former Accounts	670500
-----------------	--------



**SUBORDINATION AGREEMENT  
PREMIER FARM CREDIT**

WHEREAS, Highline Electric Association, is the owner of an Irrigation Power Contract dated February 18, 1992 and recorded March 2, 1992 in Book 701, Page 536 Reception No. 463843 of the records of Yuma County, Colorado, claiming a lien upon the following property in Yuma County, Colorado described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.,  
SECTION 25: SE1/4

WHEREAS, The Estate of Otto E. Lueking, Jr. aka Otto "Junior" Lueking aka Otto E. Lueking, Deceased, have applied to Premier Farm Credit, FLCA (Lender) for a loan of \$ 2,350,000.00 and has executed a Deed of Trust and Security Agreement dated June 29, 2021 to said Lender covering the above-described property and securing a note in like amount, which Deed of Trust and Security Agreement is recorded in Book N/A, Page N/A under Reception No. 581856 of the records of said County and State;

NOW, THEREFORE, Highline Electric Association, to induce Premier Farm Credit, FLCA, to complete its loan, does subordinate all rights created by the Irrigation Power Contract in the above property, to the lien of Deed of Trust and Security Agreement to Lender and agrees that said Deed of Trust and Security Agreement shall constitute a first and prior lien upon the property described above to the same extent as though it were actually executed and recorded prior to the Irrigation Power Contract of Highline Electric Association.

Witness the signature by the below named Corporation.

ATTEST:

Highline Electric Association

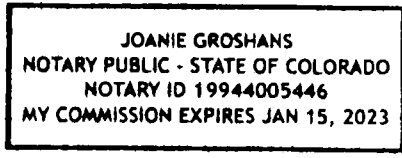
BY: Merlin R. Prior BY: Mike Bennett  
(Secretary) (President)

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF PHILLIPS )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2021, by Mike Bennett, President of Highline Electric Association.

Joanie Groshans  
Notary Public





## THE UNITED STATES OF AMERICA.

CERTIFICATE NO. 10 514

To all to Whom these Presents shall come, Greeting:

Whereas, John Leach of Washington County Colo

has deposited in the General Land Office of the United States a Certificate of the Register of the Land office as

Dened Contract whereby it appears that full payment has been made by the said

John Leach

according to the provisions of the act of Congress of the 21th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the

Lot numbered Three of said and the east half of the South West Quarter of Section thirty, in Township five North of Range forty six West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres and sixty-nine hundredths of an Acre.

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

John Leach

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

John Leach

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

John Leach

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 Twenty-eighth day of May in the year of our Lord one thousand eight hundred and ninety one and of the independence of the United States the one hundred and fifteenth

BY THE PRESIDENT: Benjamin Harrison By Ellen M. Farland Secretary.

Recorded, Vol. 18- Page 317

J. M. Farland Recorder of the General Land Office.

Filed for Record the 28th day of July

A. D. 1891, at 1 o'clock P.M.

John M. Newcomb

By J. M. Newcomb Deputy.

Parcels  
#4B & #5B



# THE UNITED STATES OF AMERICA.

Certificate No. 111346

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, *Lyman H. Holland* of *Yuma 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 *Lyman H. Holland* according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making farther provision for the sale of the Public Lands," and the acts supplemental thereto, for

*the North-East quarter of Section thirty-one Township five North of Range forty-six 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 *Lyman H. Holland*

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

IN TESTIMONY WHEREOF, I, *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 *thirty first* day of *December*, in the year of our Lord one thousand *eight* hundred and *ninety*, and of the Independence of the United States the one hundred and *fiftieth*

BY THE PRESIDENT: *Benjamin Harrison*  
By *M. M. Keane* Secretary.  
*J. M. Townsend* Recorder of the General Land Office.



Recorded, Colorado Vol. *36*, Page *315*

Filed for Record the *9* day of *May* A. D. 1927, at *11* o'clock *A.* M.  
*R. M. Lumsden*  
*Recorder*

By \_\_\_\_\_ Deputy.



## THE UNITED STATES OF AMERICA.

Certificate No. 1650

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Lyman H. Holland, of Washington County, Coloradohas 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 Lyman H. Hollandaccording 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 South East quarter of Section Thirty, in Township Six North of Range forty six West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acresaccording 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 Lyman H. HollandNOW, 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 Lyman H. Hollandand 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 Lyman H. Hollandand to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.IN TESTIMONY WHEREOF, I, 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 tenthday of December, in the year of our Lord one thousand <sup>eight</sup>~~nine~~ hundred and ninety, and of the Independence of the United States the one hundred and fiftieth.

BY THE PRESIDENT:

Benjamin HarrisonBy Ellen Macfarland : act. Secretary.J. M. Townsend Recorder of the General Land Office.Recorded, Colorado Vol. 15 Page 178Filed for Record the 25 day of March A. D. 1900, at 9<sup>45</sup> o'clock 9 M.By John F. Abbott Recorder  
Reardon Deputy.

## THE UNITED STATES OF AMERICA.

STERLING 56922

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, 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

*Isabel Graham* has been established and duly consummated, in conformity to law, for the

*North west quarter of Section thirty six Township five north of Range forty seventh of the North Principal Meridian. Colorado containing one hundred and sixty acres*

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

Now Know Ye, That there is, therefore granted by the United States unto the said 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 first* day of *May*, in the year of our Lord one thousand nine hundred and *thirteen* and of the Independence of the United States the one hundred and *thirty seventh*.



By THE PRESIDENT: *Woodrow Wilson*

By *W. C. R. Rye* SECRETARY.

*W. C. R. Rye*  
Recorder of the General Land Office.

Recorded: Patent No. *235671*

Filed for Record the *15* day of *Feb* A. D. 19*13*, at *11:30* o'clock *A.* M.

*Harry M. McManey* RECORDER.

By *Harry M. McManey* DEPUTY.



# OIL AND GAS LEASE

BOOK 388 PAGE 332

THIS AGREEMENT made and entered into this 19th day of June, 1952, by and between

of \_\_\_\_\_ County, State of \_\_\_\_\_, hereinafter called the lessor (whether one or more), whose Post Office address is \_\_\_\_\_

and THE OHIO OIL COMPANY, an Ohio Corporation, of Findlay, Ohio, hereinafter called the lessee, WITNESSETH:

(1). That said lessor for and in consideration of the sum of \_\_\_\_\_ Dollars in hand paid by the lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained on the part of the lessee to be paid, kept and performed, by these presents does grant, demise, lease and let exclusively unto the lessee, its successors and assigns, for the purpose of mining and operating for and producing oil, gas and other hydrocarbons (including the exclusive right to make any kind or character of geological or geophysical surveys or tests) and of laying pipe lines, constructing tanks, erecting buildings and other structures, and all other rights and privileges necessary, incident, or convenient for the economical operation of said lands, alone or co-jointly with neighboring lands, the following described premises situate in Township \_\_\_\_\_, Range \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, to wit:

\_\_\_\_\_ 8:00 A.  
346664

containing \_\_\_\_\_ acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

(2). This lease shall remain in force for a term of ten (10) years from this date and as long thereafter as oil or gas is or can be produced from said lands by the lessee. The consideration above stated is paid to and accepted by lessor as a good and sufficient consideration for all rights and privileges herein granted to lessee, its successors or assigns.

(3). The lessee shall pay to the lessor as royalty the proceeds from one-eighth (1/8) of all the oil and gas and other hydrocarbons produced and sold from the leased premises at the prevailing market price therefor at the wells.

(4). If operations for the drilling of a well are not commenced on said lands on or before one year from the date hereof this lease shall terminate unless the lessee shall, on or before one year from the date hereof, pay or tender to the lessor or for the lessor's credit in the \_\_\_\_\_ Bank, at \_\_\_\_\_, or its successors, shall be the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said lands or in the oil and gas, or in the rentals to accrue thereunder, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for the further period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check of lessee, or any assignee thereof, mailed to the post office address of the lessor as hereinabove set forth or delivered on or before the rental paying period. Provided, however, the lessee shall be granted a thirty (30) day grace period within which to make such payments and this lease shall not be forfeited if such payments are made within said thirty (30) day grace period after the time for payment as provided in this paragraph. If at any time more than six persons shall be entitled to participate in the rentals or royalties hereunder, lessee at its election may pay all rentals and royalties thereafter accruing, to the credit of this lease in the depository bank last designated by lessor as herein provided, or lessee may withhold payment unless and until such persons shall designate, in a recordable instrument to be filed with the lessee, a common agent or trustee to receive all payments hereunder, and to execute and deliver rental receipts, division orders and/or transfer orders on behalf of said persons and their respective successors in interest.

(5). Subject to the provisions of Section 6 hereof, it is agreed that: (a) If during the primary term lessee shall, prior to obtaining production, drill a dry hole, or if after discovery production shall cease from any cause, this lease shall not terminate; provided (1) production shall be resumed or operations for the drilling of a well shall be commenced on or before the next ensuing rental paying date, or (2) lessee begins or resumes the payment of rentals in the manner and amount above provided on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production; (b) If, at or after the expiration of the primary term, oil, gas or other hydrocarbon cannot be or is not being produced on said land, or lands unitized therewith, for any cause, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty consecutive days, and, if they result in the production of oil, gas or other hydrocarbon, so long thereafter as oil, gas or other hydrocarbon is or can be produced.

(6). It is agreed that the times for beginning or for performing any work or operations under this lease shall be suspended or extended during such periods of time as such work or operations shall be delayed, interrupted or prevented by any cause of whatever kind or nature beyond the reasonable control of the lessee. If, after production has been obtained, operations under this lease are delayed, interrupted or prevented by lack of reasonable market, or by any cause of whatever kind or nature beyond the reasonable control of the lessee, this lease shall not terminate or be forfeited and no right of damages shall exist against lessee by reason thereof, provided operations are commenced or resumed within a reasonable time after removal of such cause. If at any time within three months prior to the expiration of the primary term of this lease, production has not been obtained and the commencement or continuance of operations and all other terms of this lease may be extended for successive periods of time, each such cause or causes exist, by continuing the payment or tender of delay rentals in the manner and amount and for the periods of time as provided in Section 4 of this lease for the deferment of the commencement of drilling operations during the said primary term.

(7). Lessee, free of cost, may use oil, gas, or water found on said lands for operating purposes, but not water from lessor's wells; lessor to have free gas for stoves and inside lights in the principal dwelling house on said lands, from any well thereon producing gas only, by making his own connections therewith, the use of such gas to be at the sole risk and expense of the lessor. Gas, including casinghead gas and residue gas, produced from any oil or gas well unavoidably lost, or which may be used by lessee in any process for recovering oil or other liquid hydrocarbons from the leased premises, or returned to the ground, whether through wells located on leased premises or elsewhere, shall not be deemed to have been sold or used off the premises within the meaning, express or implied, of any part of this lease. When requested by the lessor, the lessee shall bury its pipe lines below plow depth and also pay for damages caused by its operations to growing crops on said land. No well shall be drilled deeper than two hundred (200) feet to the house or burn now on said premises, without the consent of the lessor. Lessee shall have the right at any time during or within a reasonable time after the expiration or cancellation of this lease to remove all machinery, fixtures, houses, buildings, and any and all other structures placed on said premises, including the right to draw and remove all casing.

(8). If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until it has been notified thereof and has been furnished, forty-five (45) days before payment is due, with the original recorded transfer or assignment or a certified copy thereof. If he so assigns this lease, in whole or as to specific parts, or as to an undivided interest therein, the obligation, if any, to pay rentals shall be apportioned as between the several lease owners ratably according to their respective interests therein, and default by one or more in the payments or tenders of rentals shall not affect the validity of the lease on the portion of said lands or mineral interest therein upon which pro rata rentals are duly paid or tendered. Upon any assignment by lessee, it shall thereafter be relieved of all future express or implied obligations as to the portion or part assigned.

(9). The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enforce the obligations or diminish the rights of lessee. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

(10). Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee, at its option, may pay and discharge any judgments, taxes, mortgages, or other liens on or against the above described lands, and may also redeem said lands for and on behalf of the lessor or lessee, and in the event lessee exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such judgment, tax, mortgage or other lien, any royalty or rentals accruing hereunder. The lessee may become purchaser at any such tax or foreclosure sale of the above lands, any Lessor agrees to pay one-eighth (1/8) of all taxes of whatsoever kind or character now or hereafter levied by any duly constituted taxing authority upon the oil, gas, and other hydrocarbons produced from the premises hereinabove described, but the lessee shall have the right to pay such tax and to deduct the lessor's proportionate share thereof from any royalty payments accruing hereunder. In case the lessor owns a less interest in the above described premises than a fee simple undivided fee simple mineral estate therein, then the royalties and rentals in this lease provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

(11). If lessee at any time should include all or any part of the lands covered by this lease in a unit or cooperative operating agreement, lessee shall have the right to include lessor's royalty interest in said agreement and thereupon said agreement shall exclusively control the drilling, operating, and producing of such lands, anything to the contrary in this lease notwithstanding. The commencement and conduct of drilling operations on any part of the lands included in such agreement shall be deemed to comply with and satisfy all provisions of this lease relative to commencement and conduct of drilling operations. If oil, gas or other hydrocarbon is found in paying quantities on any of the tracts of land included in such agreement, whether or not on lands included in this lease, the royalty payments, provided by Section 3 hereof, shall be paid only upon the portion of such production which is allocated under said agreement to lands covered by this lease; and this lease shall remain in force as long as oil, gas or other hydrocarbon is or can be produced from such tracts, or any of them. Any agreement made by lessee under this paragraph shall be in writing, and lessee shall furnish lessor with a copy of the signed agreement.

(12). This lease shall not be terminated, forfeited or annulled for failure by lessee to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have been first finally and judicially determined that such failure or default exists, and thereupon lessee shall be given a reasonable time thereafter to correct any default so determined, or at lessee's election it may surrender the lease with option of reserving under the terms of this lease each producing well and ten (10) acres surrounding it as selected by lessee, together with the right of ingress and egress thereto. Lessee shall not be liable in damages for breach of any implied covenant or obligation.

(13). Lessee may at any time surrender this lease as to all or any part of the lands or minerals covered hereby, by delivering or mailing a release thereof to the lessor, or by placing a release, thereof of record in the proper county; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately. All lands leased shall remain subject to easements for rights of way necessary or convenient for lessee's operations on land retained by it.

(14). This lease and all its terms, conditions, and stipulations, shall extend to and be binding upon all heirs, devisees, representatives, successors or assigns of said lessor or lessee.

(15). This lease may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document; and this lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing notwithstanding some of the lessors above named may not join in the execution hereof.

EXECUTED as of the day and year first above written.

Signed and delivered in the presence of:

*[Handwritten signatures]*

ATTEST

THE OHIO OIL COMPANY

LESSOR

By

LESSOR

ACKNOWLEDGMENTS

(COLORADO INDIVIDUAL)

STATE OF Colorado ss.  
County of Yuma  
The foregoing instrument was acknowledged before me this 23rd day of SEPTEMBER 1959  
by OTTO G. LUEKING & LORENE S. LUEKING  
WITNESS my hand and official seal.  
My Commission expires MARCH 6, 1963 *[Signature]*  
Notary Public.

(COLORADO, WHERE HOMESTEAD FILED ON MARGIN OF RECORD, WIFE MUST JOIN)

STATE OF Colorado ss.  
County of Yuma  
The foregoing instrument was acknowledged before me this 23rd day of SEPTEMBER 1959  
by OTTO G. LUEKING and LORENE S. LUEKING, wife of the said OTTO G. LUEKING  
and that LORENE S. LUEKING did after having been fully apprised of her rights and the effect of signing said instrument of writing freely and voluntarily, separate and apart from her husband, sign and acknowledge the same.  
WITNESS my hand and official seal.  
My Commission expires MARCH 6, 1963 *[Signature]*  
Notary Public.

OIL AND GAS LEASE

FROM

Otto G. Lueking, Etux  
Lorene S. Lueking

TO

The Ohio Oil Company

(RECORDER'S CERTIFICATE)

75

STATE OF Colorado ss.  
County of Yuma

This instrument was filed for record at 8:00

o'clock A.M., on the 23rd day of SEPTEMBER, 1959

at Yuma, A. D. 1959, and

duly recorded in Book 333

at Page 332

*[Signature]*

*[Signature]*

(Name of Officer)

Fees, \$ 2.65 On 9

No. 14705

Return to CLARK FORTUNE COMPANY, CLARK, WYO.

P. O. Address CLARK FORTUNE COMPANY, CLARK, WYO.



# OIL AND GAS LEASE

BOOK 388 PAGE 334

THIS AGREEMENT made and entered into this 23rd day of September, 1959  
by and between Otto G. Lucking and Lorene S. Lucking, husband and wife,  
of Yuma County, State of Colorado, hereinafter called the lessor (whether  
one or more), whose Post Office Address is Yuma, Colorado,  
and THE OHIO OIL COMPANY, an Ohio Corporation, of Findlay, Ohio, hereinafter called the lessee, WITNESSETH:

(1) That said lessor for and in consideration of the sum of TEN AND NO/100 Dollars  
in hand paid by the lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained on the  
part of the lessee to be paid, kept and performed, by these presents does grant, demise, lease and let exclusively unto the lessee, its  
successors and assigns, for the purpose of mining and operating for and producing oil, gas and other hydrocarbons (including the  
exclusive right to make any kind or character of geological or geophysical surveys or tests) and of laying pipe lines, constructing tanks,  
erecting buildings and other structures, and all other rights and privileges necessary, incident, or convenient for the economical operation  
of said lands, alone or co-jointly with neighboring lands, the following described premises situate in Township S. N. Range 44, W.  
County of Yuma State of Colorado to wit:  
Lots 1 and 2 and E 1/4 of Section 30,

Recorded 11/11/59 at 8:00 O'clock A.M.

Registration 346665 JOHN ADCOCK, Recorder

containing 100.94 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption  
Laws of this State

(2) This lease shall remain in force for a term of ten (10) years from October 21, 1959 and as long thereafter as oil or gas is or can be pro-  
duced from said lands by the lessee. This consideration above stated is paid to and accepted by lessor as a good and sufficient consideration  
for all rights and privileges herein granted to lessee, its successors or assigns.

(3) The lessee shall pay to the lessor as royalty the proceeds from one-eighth (1/8) of all the oil and gas and other hydrocarbons  
produced and sold from the leased premises at the prevailing market price therefor at the well.

(4) If operations for the drilling of a well are not commenced on said lands on or before October 21, 1960, this lease  
shall terminate unless the lessee shall, on or before October 21, 1960, pay or tender to the lessor or for the lessor's credit in  
the Yuma Community Bank, At Yuma, Colorado, or its  
successors, which bank or its successors, shall be the lessor's agent and shall continue as the depository of any and all sums payable under  
this lease, regardless of changes of ownership in said lands or in the oil and gas, or in the rentals to accrue thereunder, the sum of  
ONE HUNDRED SIXTY AND 94/100 Dollars (\$160.94) which shall operate as rental and cover

the privilege of deferring the commencement of drilling operations for the further period of one year. In like manner and upon like  
payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or  
tenders may be made by check of lessee, or any assignee thereof, mailed to the post office address of the lessor as hereinabove set forth  
or delivered on or before the rental paying period. Provided, however, the lessee shall be granted a thirty (30) day grace period within  
which to make such payments and this lease shall not be forfeited if such payments are made within said thirty (30) day grace period  
after the time for payment as provided in this paragraph. If at any time more than six persons shall be entitled to participate in the  
rentals or royalties hereunder, lessee at its election may pay all rentals and royalties thereafter accruing, to the credit of this lease in  
the depository bank last designated by lessor as herein provided, or lessee may withhold payment unless and until such persons shall  
designate, in a recordable instrument to be filed with the lessee, a common agent or trustee to receive all payments hereunder, and to  
execute and deliver rental receipts, division orders and/or transfer orders on behalf of said persons and their respective successors in  
interest.

(5) Subject to the provisions of Section 5 hereof, it is agreed that: (a) If during the primary term lessee shall, prior to obtaining  
production, drill a dry hole, or if after discovery production shall cease from any cause, this lease shall not terminate; provided (1) pro-  
duction shall be resumed or operations for the drilling of a well shall be commenced on or before the next ensuing rental paying date, or  
(2) lessee begins or resumes the payment of rentals in the manner and amount above provided on or before the rental paying date next  
ensuing after the expiration of three months from date of completion of dry hole or cessation of production; (b) If, at or after the  
expiration of the primary term, oil, gas or other hydrocarbon cannot be or is not being produced on said land, or lands utilized therewith,  
for any cause, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations  
are prosecuted with no cessation of more than sixty consecutive days, and, if they result in the production of oil, gas or other hydrocarbon,  
so long thereafter as oil, gas or other hydrocarbon is or can be produced.

(6) It is agreed that the time for beginning or for performing any work or operations under this lease shall be suspended or ex-  
tended during such periods of time as such work or operations shall be delayed, interrupted or prevented by any cause of whatever kind  
or nature beyond the reasonable control of the lessee. If, after production has been obtained, operations under this lease are delayed,  
interrupted or prevented by lack of reasonable market, or by any cause of whatever kind or nature beyond the reasonable control of  
the lessee, this lease shall not terminate or be forfeited and no right of damages shall exist against lessee by reason thereof, provided  
operations are commenced or resumed within a reasonable time after removal of such cause. If at any time within three months prior  
to the expiration of the primary term of this lease, production has not been obtained and the commencement or continuance of operations  
for the drilling of a well on said lands is delayed or prevented by any of the causes mentioned in this paragraph, the said primary term  
and all other terms of this lease may be extended for successive periods of time while such cause or causes exist, by continuing the  
payment or tender of delay rentals in the manner and amount and for the periods of time as provided in Section 4 of this lease for  
deferral of the commencement of drilling operations during the said primary term.

(7) Lessee, free of cost, may use oil, gas or water found on said lands for operating purposes, but not water from lessor's wells,  
lessor to have free gas for stoves and inside lights in the principal dwelling house on said lands, from any well thereon producing gas  
only, by making his own connections therewith, the use of such gas to be at the sole risk and expense of the lessor. Gas, including  
casinghead gas and residue gas, produced from any oil or gas well unavoidably lost, or which may be used by lessee in any process for  
recovering oil or other liquid hydrocarbons from the leased premises, or returned to the ground, whether through wells located on  
leased premises or elsewhere, shall not be deemed to have been sold or used off the premises within the meaning, express or implied, of  
any part of this lease. When requested by the lessor, the lessee shall bury its pipe lines below plow depth and also pay for damages  
caused by its operations to growing crops on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn  
now on said premises, without the consent of the lessor. Lessee shall have the right at any time during or within a reasonable time  
after the expiration or cancellation of this lease to remove all machinery, fixtures, houses, buildings, and any and all other structures  
placed on said premises, including the right to draw and remove all casing.

(8) If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the  
covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in  
the rentals or royalties shall be binding on the lessee until it has been notified thereof and has been furnished, forty-five (45) days before  
payment is due, with the original recorded transfer or assignment or a certified copy thereof. If lessee assigns this lease, in whole or as  
to specific parts, or as to an undivided interest therein, the obligation, if any, to pay rentals shall be apportioned as between the several lease  
owners ratably according to their respective interests therein, and default by one or more in the payments or tenders of rentals shall  
not affect the validity of the lease on the portion of said lands or mineral interest therein upon which pro rata rentals are duly paid or  
tendered. Upon any assignment by lessee, it shall thereafter be relieved of all future expressed or implied obligations as to this portion  
or part assigned.

(9) The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs,  
successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however  
accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. There shall be no obligation on the part of the lessee  
to offset wells on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise,  
or to furnish separate measuring or receiving tanks.

(10) Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee, at its option, may  
pay and discharge any judgments, taxes, mortgages, or other liens on or against the above described lands, and may also redeem said  
lands for and on behalf of the lessor or lessee, and in the event lessee exercises such option, it shall be subrogated to the rights of any  
holder or holders thereof and may reimburse itself by applying to the discharge of any such judgment, tax, mortgage or other lien, any  
royalty or rentals accruing hereunder. The lessee may become purchaser at any and all tax or foreclosure sales of the above lands.  
Lessor agrees to pay one-eighth (1/8) of all taxes of whatever kind or character now or hereafter levied by any duly constituted taxing  
authority upon the oil, gas, and other hydrocarbons produced from the premises hereinabove described, but the lessee shall have the right  
to pay such tax and to deduct the lessor's proportionate share thereof from any royalty payments accruing hereunder. In case the lessor  
owns a less interest in the above described premises than the entire and undivided fee simple mineral estate therein, then the royalty  
and rentals in this lease provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided  
mineral fee.

(11). If lessee at any time should include all or any part of the lands covered by this lease in a unit or cooperative operating agreement, lessee shall have the right to include lessor's royalty interest in said agreement and thereupon said agreement shall exclusively control the drilling, operating, and producing of such lands, anything to the contrary in this lease notwithstanding. The commencement and conduct of drilling operations on any part of the lands included in such agreement shall be deemed to comply with and satisfy all provisions of this lease relative to commencement and conduct of drilling operations. If oil, gas or other hydrocarbon is found in paying quantities on any of the tracts of land included in such agreement, whether or not on lands included in this lease, the royalty payments, provided by Section 3 hereof, shall be paid only upon the portion of such production which is allocated under said agreement to lands covered by this lease; and this lease shall remain in force as long as oil, gas or other hydrocarbon is or can be produced from such tracts, or any of them. Any agreement made by lessee under this paragraph shall be in writing, and lessee shall furnish lessor with a copy of the signed agreement.

(12). This lease shall not be terminated, forfeited or cancelled for failure by lessee to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have been first finally and judicially determined that such failure or default exists, and thereupon lessee shall be given a reasonable time thereafter to correct any default so determined, or at lessee's election it may surrender the lease with option of reserving under the terms of this lease such producing well and ten (10) acres surrounding it as selected by lessee, together with the right of ingress and egress thereto. Lessee shall not be liable in damages for breach of any implied covenant or obligation.

(13). Lessee may at any time surrender this lease as to all or any part of the lands or minerals covered hereby, by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately. All lands leased shall remain subject to easements for rights of way necessary or convenient for lessee's operations on land retained by it.

(14). This lease and all its terms, conditions, and stipulations, shall extend to and be binding upon all heirs, devisees, representatives, successors or assigns of said lessor or lessee.

(15). This lease may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document, and this lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing notwithstanding some of the lessors above named may not join in the execution hereof.

EXECUTED as of the day and year first above written.

Signed and delivered in the presence of:

*Sherman O. Nation* *Otto Lueking*  
Otto Lueking

*Lorene S. Lueking*  
Lorene S. Lueking

ATTEST

THE OHIO OIL COMPANY

LESSOR

*Rum Canner*  
Rum Canner  
LESSOR

# ACKNOWLEDGMENTS

(COLORADO INDIVIDUAL)

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESS my hand and official seal.

My Commission expires \_\_\_\_\_.

Notary Public

(COLORADO, WHERE HOMESTEAD FILED ON MARSH OF RECORD, WIFE MUST JOIN)

STATE OF Colorado  
County of Phillips

The foregoing instrument was acknowledged before me this 23 day of September, 1938.

by Otto Lueking and Lorene S. Lueking, husband and wife.

and that Lorene S. Lueking wife of the said Otto Lueking

did after having been by me fully apprised of her rights and the effect of signing said instrument of writing freely and voluntarily, separate and apart from her husband, sign and acknowledge the same.

WITNESS my hand and official seal.

My Commission expires October 15, 1938.

Notary Public

OIL AND GAS LEASE

FROM

Otto C. Lueking, Etux

Lorene S. Lueking

TO

The Ohio Oil Company

(RECORDERS CERTIFICATE)

STATE OF Colorado

County of Yuma

This instrument was filed for record at 8:00

o'clock A.M., on the \_\_\_\_\_ day of \_\_\_\_\_

1938 A. D. 19\_\_\_\_ and

fully recorded in Book 388

at Page 324

*Pauline E. Clark*

(Name of Officer)

Fees 2.65 Ch. '9

Returned to The Ohio Oil Company

W. O. Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

100 A

CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
I, Margie Eystone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A. M.  
Margie Eystone, Deputy  
COUNTY CLERK AND RECORDER

By Margie Eystone  
Fees \$ 2.00 pd  
Record  
Deputy  
1975  
October 16  
499 Page No.  
for record in my office at 9:00 o'clock  
October 16  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16  
1975  
499 Page No.

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396490

# OIL AND GAS LEASE

BOOK 513 PAGE 481

THIS AGREEMENT, Entered into this 8th day of March, 1977,  
between Otto E. Lueking, a single man  
Wakas Route  
Yuma, Colorado 80759  
and H. J. Osterman, 518 Princeton Bldg., Dallas, Texas 75201, hereinafter called lessor,  
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One and 20/100 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered hereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and their respective constituent vapors, and all other gases and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture

all of such substances, said tract of land with any reversionary rights therein being situated in the County of Yuma,  
State of Colorado, and described as follows:

Township 5 North, Range 46 West  
Section 19: NE, SE  
30: All

Recorded: May 6, 1977 at 12:30 O'Clock A.M.

Reception 402359 Gary E. Stone, Rec.

containing 1120 acres, more or less.

2. This lease shall remain in force for a term of Ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas, condensate, distillate or other gaseous substance is sold, and where such gas is not sold or used lessee may pay or tender annually at the end of each yearly period dating from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof and while said in lieu royalty is so paid or tendered it will be considered under all provisions of this lease that gas is being produced in paying quantities; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 8th day of March, 1978, this lease shall terminate as to both parties, unless the lessee shall on or before said date by check or draft pay or tender to the lessor or for the lessor's credit in the

sum of Twenty Dollars to the lessor, which sum shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year, in like manner and upon like payments or tenders the commencement of operations for drilling in the leased premises shall be deferred for like periods successively. All payments or tenders may be made by check or draft payable to the lessor or to its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of

Twenty Dollars shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year, in like manner and upon like payments or tenders the commencement of operations for drilling in the leased premises shall be deferred for like periods successively. All payments or tenders may be made by check or draft payable to the lessor or to its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

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

9. There shall be no obligation in the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

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

11. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or if it be within the primary term commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing some of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations for interpretations thereof. If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

14. Lessee, at its option, hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be of tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units not exceeding 40 acres each in the event of an oil well, or in a unit or units not exceeding 600 acres each in the event of a gas well, or in a unit or units not exceeding 40 acres each in the event of a distillate or other gaseous substance well, and shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Rider attached hereto and made a part hereof.

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

Otto E. Lueking  
(Otto E. Lueking)



STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF Cherokee

BOOK 313, PAGE 402

Before me, the undersigned, a Notary Public, within and for said county and state, on this 9th  
day of March, 1972, personally appeared Otto E. Lucking, a single man  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires January 14, 1980 Irma I. Johnson Notary Public.

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_

### RIDER

If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations hereon, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in such a manner as will least disturb or interfere with Lessor's irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by its operations, Lessee, or his assigns, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said overhead sprinkler irrigation system. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purpose of drilling and production.

Lessor shall have the right to take in kind the royalty, or any portion thereof, provided for gas herein by using gas from any gas well on the land above described for farming and agricultural purposes on said land. Any gas so taken by Lessor shall be taken at or near the mouth of the well at a point to be designated by Lessee. All equipment necessary for the taking of gas and the measuring of same shall be furnished by Lessor at his own expense. The method of taking of gas and the point of connection for taking must be such as to not interfere with the operation of the well and must be submitted to Lessee or his assigns and accepted by him or it before gas is taken. For gas so taken by Lessor in an amount less than the full royalty fraction provided for gas in this lease, Lessee shall have the right to make a corresponding deduction in gas royalty payments due Lessor, said payments to be made in accordance with the terms of the lease. Lessee or his assigns shall never be liable to Lessor, Lessor's agents or employees or any other person as regards the gas taken, the use thereof, the equipment use, the manner of its use, the use to which put or anything incident thereto or resulting therefrom. Lessee or his assigns shall never be under any obligation to produce gas from any well unless practical or economical to do so. Lessee or his assigns shall at all times have dry land access to and from and around any equipment used by Lessor for taking gas and metering same and Lessor's irrigation operations and equipment shall be at all times be so situated and operated as to not interfere with any operations by Lessee for or in the production of oil or gas on said land.

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public.



Reception 413865 Margie Eyestone, Recorder

File No. N10  
N30

## RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
COUNTY OF YUMA ) SS

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE WEST SIDE OF

TOWNSHIP 5 NORTH, RANGE 46 WEST, 6TH P.M.  
SECTION 19; NW 1/4  
SECTION 30; W 1/2

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD TO GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

AUGUST 14, 1979.

LANDOWNER'S SIGNATURE

Otto E. Lueking  
OTTO E. LUEKING

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_ 1979.

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

SUBSCRIBED AND SWORN TO BEFORE ME, JOHN M. WESTON,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF

AUGUST 14, 1979, BY OTTO E. LUEKING  
WHO IS/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.  
WITNESS MY HAND AND SEAL.

John M. Weston  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 8-1-82

File No. N33

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE SOUTH SIDE OF  
TOWNSHIP 5 NORTH, RANGE 46 WEST, 6th P.M.  
SECTION 30; 3/2

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

OCTOBER 22, 1979.

LANDOWNER'S SIGNATURE

Otto Lueking

TENANT'S CONSENT

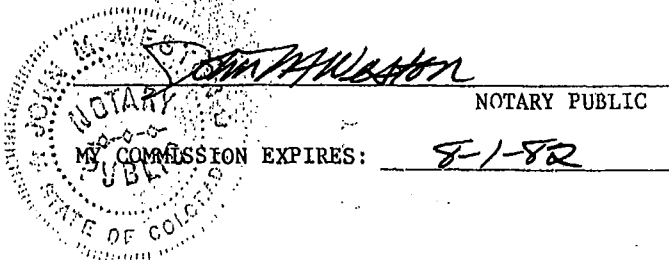
The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_ 1979.

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

SUBSCRIBED AND SWORN TO BEFORE ME, JOHN M. WESTON,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF

OCTOBER 22, 1979, BY OTTO LUEKING  
WHO IS/ ~~IS~~ PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON ( ) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.  
WITNESS MY HAND AND SEAL.



EXECUTOR'S DEED

This deed made this 20 day of February, 1968, by and between  
THE OMAHA NATIONAL BANK, a national banking association, as  
executor of the estate of Elva M. Douglas, Deceased, Grantor,  
and OTTO E. LUEKING, of Yuma County, Colorado, Grantee.

WITNESSETH:

That. Whereas, Grantor is the duly appointed, qualified and  
acting executor under the last will and testament of the above-  
named decedent, which last will and testament was admitted to  
probate on June 8, 1967, by the District Court in and for the  
County of Yuma, State of Colorado, Estate No. P-183; and

Whereas, Article Eleventh of said last will and testament  
provides in part as follows:

140

"In addition to the general powers my execu-  
tor and trustee will have under the laws of the  
state of Nebraska, they and their respective suc-  
cessors shall have full power and authority, in  
their sole and absolute discretion:

- (1) ....
- (2) To sell, lease, pledge, mortgage,  
transfer, exchange, convert, or other-  
wise dispose of, or grant options with  
respect to, any and all property at any  
time forming a part of my estate or of  
the trust estate, in such manner, at such  
time or times, for such purposes, for  
such prices and upon such terms, credits  
and conditions as they may deem advisable.  
...."

STATE  
MENTARY FEE 2 DOLS 40 CTS

MAR 4 1968

Now, Therefore, pursuant to the power contained in said  
Will and in consideration of the sum of Twenty Four Thousand and  
no/100 (\$24,000.00) Dollars to it paid, the Grantor does hereby  
sell and convey unto the Grantee the following described real  
property situated in Yuma County, Colorado, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty  
(30), Township Five (5) North, Range Forty-  
Six (46), West of the 6th P.M., in Yuma County,  
Colorado, containing 160 acres, more or less,

subject to easements of record, if any, and together with all its appurtenances, except that the Grantor hereby forever reserves to itself, and to its successors and assigns, an undivided one-half ( $\frac{1}{2}$ ) interest in and to all the oil, gas and minerals in, on or under the surface of said real property and in and to all the rights of ownership therein, and the Grantor hereby reserves to itself, and to its successors and assigns, the right and license to explore for, mine, extract, develop and operate any or all of said products and any and all facilities for their extraction, removal or exploitation in, on or under the surface of said real property.

Grantor warrants the title to said real property against all persons claiming by, through or under it, the title herein conveyed being all of the right, title and interest of said decedent in said real property during her lifetime and at the time of her death or subsequently acquired by her estate, except as hereinabove reserved to the Grantor.

IN WITNESS WHEREOF, the undersigned executor has executed this Deed the day and year first above written.

In the presence of:

THE OMAHA NATIONAL BANK, as  
executor of the estate of Elva  
M. Douglas, Deceased

By: Thomas N. Moore  
Vice-President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 20 day of February, 1968, by THOMAS N. MOORE, as Vice-President of The Omaha National Bank, a national banking association, acting as the executor of the estate of Elva M. Douglas, Deceased.

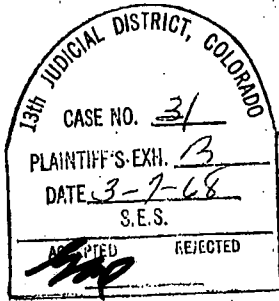
Witness my hand and official seal the day and year last above written.

Edna Schuster  
Notary Public

My commission expires:

4-11-69





414100 INDEXED

10,732

EXECUTORS DEED

OMAHA NATIONAL BANK, Executor  
Estate of Elva M. Douglas, Deceased

to

OTTO E. LUEKING

STATE OF COLORADO, ss.  
COUNTY OF YUMA  
I hereby certify that this instrument was filed  
for record in my office at 9:15 o'clock A.M.  
October 29 1979 and  
is duly recorded in Book 545, Page No. 467  
By Margaret Ferguson Recorder  
Deputy

Fees \$6.00

Key of Titles

STATE OF COLORADO, ss.  
COUNTY OF YUMA  
I hereby certify that this instrument was filed  
for record in my office at 12:15 o'clock P.M.  
March 8, 1968 and  
is duly recorded in Book 34, Page No. 50  
By OT GRUTTER REGISTRAR OF TITLES  
Deputy

Fees \$3.00 chg.

Grutter

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
 COUNTY OF YUMA )

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

ALONG THE SOUTH SIDE OF:

TOWNSHIP 5 NORTH, RANGE 46 WEST, 6TH P.M.  
ALL OF SECTION 80

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

JUNE 27, 1980

LANDOWNER'S SIGNATURE

Otto E. Lueking Jr.

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_.

STATE OF COLORADO )  
COUNTY OF YUMA ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, DONALD L. SHERLOCK,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF

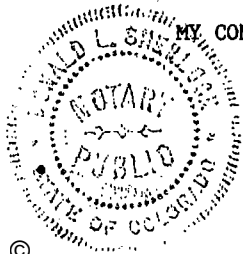
JUNE 27, 1980, BY OTTO E. LUEKING, JR  
WHO IS/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.  
WITNESS MY HAND AND SEAL.

Donald L. Sherlock

NOTARY PUBLIC

My Comm. expires April 15, 1981

MY COMMISSION EXPIRES: \_\_\_\_\_



Reception 426080 Margie Eyestone, Recorder  
RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
 COUNTY OF YUMA )

FILE # 124

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA

STATE OF COLORADO, to wit: STARTING AT THE NE CORNER TO A POINT  
APPROXIMATELY 800 FEET WEST ALONG THE NORTH LINE OF:  
TOWNSHIP 5 NORTH, RANGE 46 WEST, 6th P.M.  
SECTION 30; NE1/4

There is included in this grant the right, from time to time, to lay construct, maintain, operate, alter, repair, remove, change the size of and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by the GRANTEE hereunder and for any such additional line laid, the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger, or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the terms of this agreement, that the trench for said pipeline shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been otherwise made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

NOVEMBER 17, 1980

LANDOWNER'S SIGNATURE

Otto Lueking Jr.  
\_\_\_\_\_  
\_\_\_\_\_

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_.

STATE OF COLORADO }  
COUNTY OF YUMA } SS

SUBSCRIBED AND SWORN TO BEFORE ME, DONALD L. SHERLOCK,  
a Notary Public in and for the County and State aforesaid, on this day  
of NOVEMBER 17, 1980, by OTTO LUEKING, JR  
who is/are personally known to me and known to me to be the same person(s)  
who executed the foregoing instrument and who duly acknowledged the  
execution of same.

WITNESS my hand and seal.

Donald L. Sherlock

Notary Public

My Commission expires: My Comm. expires April 15, 1981

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

FILE # N130 (1374-107)  
(Lucking)

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

I-W OPERATING COMPANY P.O. BOX 226406 DALLAS, TEXAS 75222-6406

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to wit:

ALONG THE NORTH SIDE OF:

TOWNSHIP FIVE (5) NORTH - RANGE FORTY-SIX (46) WEST, 6th P.M.

SECTION THIRTY (30), NORTH HALF (N/2)

There is included in this grant the right, from time to time, to lay construct, maintain, operate, alter, repair, remove, change the size of and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by the GRANTEE hereunder and for any such additional line laid, the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger, or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the terms of this agreement, that the trench for said pipeline shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or clay found shall be buried below the topsoil again.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

3-10-87

LANDOWNER'S SIGNATURE

Otto Lucking Jr.  
OTTO LUEKING, Jr.

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of March 10, 1987

STATE OF Colorado }  
COUNTY OF Yuma } SS

SUBSCRIBED AND SWORN TO BEFORE ME, Melissa G. Adler  
a Notary Public in and for the County and State aforesaid, on this day  
of March 10, 1987, by Otto Lucking Jr.  
who is/are personally known to me and known to me to be the same person(s)  
who executed the foregoing instrument and who duly acknowledged the  
execution of same.

WITNESS my hand and seal.

Melissa G. Adler  
Notary Public  
My Commission expires: 8/15/89



Recorded Oct 2, 1991 at 2:40 O'Clock P.  
Reception 462398 Janice J. Cobb, Recorder.  
RIGHT-OF-WAY AGREEMENT

696-72

OCT 1984

RECEIVED

STATE OF COLORADO )  
                              ) SS  
COUNTY OF YUMA )

O. Lucking Jr.  
FILE # N126 (1374-83)

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY P.O. BOX 22406 DALLAS, TEXAS 75222-6406

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipeline and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

In the Northeast One-Quarter of the Southeast One-Quarter (NE $\frac{1}{4}$ -SE $\frac{1}{4}$ ) of Section Thirty (Sec. 30), Township Five North (T5N), Range Forty-Six West (R46W) of the Sixth Principal Meridian (6th P.M.), Yuma County, Colorado, being on the following described centerline:

Beginning at a point on the east boundary of said Sec. 30, which point bears north a distance of 1980' from the Southeast corner of said Sec. 30; Thence due West a distance of 660' to a point of termination.

Containing 0.10 acres more or less.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the terms of this agreement, that the trench for said pipeline shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been otherwise made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

Oct 1, 1984

LANDOWNER'S SIGNATURE

Otto E. Lucking Jr.

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, Laura E. Grop,  
a Notary Public in and for the County and State aforesaid, on this day

of 10/1/84 by Otto E. Lucking Jr.  
who is personally known to me and known to me to be the same person(s)  
who executed the foregoing instrument and who duly acknowledged the  
execution of same.

WITNESS my hand and seal.

Laura E. Grop 100 W 8th Ave Yuma, CO 80201  
Notary Public

My Commission expires: COMMISSION EXPIRES DEC. 3 1984

Recorded OCT 28, 1996 at 2:40 O'Clock P M

Reception 4830.49 Jacob J. Cobb, Recorder INDEXED  
\$11.00 pd YUMA COUNTYRIGHT-OF-WAY AGREEMENTSTATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

FILE # N187 (1374.376)

Lueking

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY P.O. BOX 226406 DALLAS, TEXAS 75222-6406

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipeline and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

Along the East Side of:

Township 5 North-Range 46 West-6th P.M.

Section 30: Southeast Quarter

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipeline within the terms of this agreement, that the trench for said pipeline shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

October 25, 1996  
DATE

LANDOWNER'S SIGNATURE(S)

Otto E. Lucking Jr

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_

STATE OF CHADDO )  
COUNTY OF Yuma ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, Clair Harouff,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF  
October 25, 1996 BY Otto E. Lucking Jr  
WHO IS/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME  
PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED  
THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC  
STATE OF COLORADO  
COMMISSION EXPIRES: June 98

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA)



00519755 11/12/2004 03:05:48 PM  
Yuma County Recorder, Beverly A Wenger Page 1 of 2  
ROW R10.00 S1.00 D

FILE # N235  
465 Site 20 + Rock Creek Water

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY, P.O. BOX 226406, DALLAS, TX 75222-6406

its successors and assigns (hereinafter called GRANTEE), right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the pipelines, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit

PARALLEL TO THE NORTH SIDE OF:  
TOWNSHIP FIVE (5) NORTH - RANGE FORTY-SIX (46) WEST, 6<sup>th</sup> P.M.  
SECTION THIRTY (30), NORTH HALF (N/2), a distance of approximately 5280 feet adjacent to existing Right-of-Way #N24 (11/17/80) and #N130 (03/10/87)  
-- and --

PARALLEL TO THE WEST SIDE OF:  
TOWNSHIP FIVE (5) NORTH - RANGE FORTY-SIX (46) WEST, 6<sup>th</sup> P.M.  
SECTION THIRTY (30) from a point approximately 365 feet south of the Northwest corner of said section, thence North to the section line adjacent to existing Right-of-Way #N30 (08/14/79)

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipelines. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipelines within the terms of this agreement,

that the trench for said pipelines shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

6-4-04

DATE

LANDOWNER'S SIGNATURE(S)

Orly E. Luby Jr.



90519768 11/12/2004 03:05:48 PM  
Yuma County Recorder, Beverly R Wender Page 2 of 2  
ROW R10.00 \$1.00 D

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_

STATE OF Colorado )  
 ) SS  
COUNTY OF Yuma )

SUBSCRIBED AND SWORN TO BEFORE ME,  
\_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY  
AND STATE AFORESAID, ON THIS DAY

OF \_\_\_\_\_, BY \_\_\_\_\_  
WHO IS/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE  
SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND  
WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.

\_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO    )  
                                  ) SS  
COUNTY OF YUMA        )

FILE #254

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

BERRY PETROLEUM COMPANY, 5201 TRUXTON AVE., SUITE 300,  
BAKERSFIELD, CA 93309-0640

its successors and assigns (hereinafter called GRANTEE), right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the pipelines, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

PARALLEL TO THE WEST SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 30: SW/4, beginning at a point approximately 2000 feet North of the SW corner of SW/4, thence South approximately 106 rods.

PARALLEL TO THE NORTH SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 30: NE/4, beginning at the NE corner of NE/4, thence West approximately 45 rods.

PARALLEL TO THE EAST SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 19: E/2, beginning at the SE corner of E/2; thence North approximately 320 rods to the NE corner of E/2.

PARALLEL TO THE WEST SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.  
Section 19: NW/4, beginning at the NW corner of NW/4; thence South approximately 115 rods.

PARALLEL TO THE EAST SIDE OF:  
Township 5 North, Range 47 West, 6<sup>th</sup> P.M.  
Section 13: SE/4, beginning at the SE corner of SE/4; thence North approximately 160 rods to the NE corner of SE/4.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipelines. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and

removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipelines within the terms of this agreement, that the trench for said pipelines shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this 8<sup>th</sup> day of June 2005.

LANDOWNER'S SIGNATURE

Otto E. Lueking, Jr.

Otto E. Lueking, Jr.  
Otto E. Lueking, Jr.

STATE OF Colorado )  
 ) SS  
COUNTY OF Yuma )

SUBSCRIBED AND SWORN TO BEFORE ME,  
Matt M. Mulder, A NOTARY PUBLIC IN AND FOR THE COUNTY  
AND STATE AFORESAID, ON THIS 8<sup>th</sup> DAY OF June 2005 BY Otto E.  
Lueking, Jr. WHO IS PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE  
THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND  
WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.

WITNESS MY HAND AND SEAL.

Matt M. Mulder  
MY COMMISSION EXPIRES: May 04, 2009





RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO     )  
                                       ) SS  
 COUNTY OF YUMA         )

FILE #261

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

BERRY PETROLEUM COMPANY, 5201 TRUXTON AVE., SUITE 300,  
 BAKERSFIELD, CA 93309-0640

its successors and assigns (hereinafter called GRANTEE), right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the pipelines, as constructed, to evidence such route), to construct, maintain, operate, repair, alter, replace and remove pipelines, buried electric lines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

PARALLEL TO THE NORTH SIDE OF:  
Township 5 North, Range 46 West, 6<sup>th</sup> P.M.

Section 30: N/2, beginning at a point on the East boundary line of existing compressor site located in the NW/4NW/4; thence EAST and NORTHEAST approximately 320 rods to the NE corner of Section 30.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipelines. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE herein described; the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth, to restore any surface contours to their original shape and condition and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

The GRANTEE agrees that if rocks and/or clay are found below the topsoil in the process of construction of any pipelines within the terms of this agreement, that the trench for said pipelines shall be dug in such a manner that when the trench is filled in after construction, those rocks and/or any clay found shall be buried below the topsoil again.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this 29 day of June 2005.

**GRANTOR**  
**Otto E. Lucking, Jr.**

Otto E. Lucking Jr.  
Otto E. Lucking, Jr.

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

On June 29, 2005 before me, the undersigned notary public, personally appeared Otto E. Lucking, Jr., known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and seal.

Matt M. Mulder  
Notary Public



MY COMMISSION EXPIRES: May 04, 2009

My Commission Expires:  
05-04-2009

## THE UNITED STATES OF AMERICA.

Parcel  
#6BSterling 04443  
Homestead Certificate No.

To all to Whom these Presents shall come, GREETING:

APPLICATION.

Whereas, There has been deposited in the General

United States a Certificate of the Register of the Land Office at Sterling, Colorado,  
 which has been deposited at the General Land Office  
 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  
Lewis M. Leach has been established and duly consummated,  
 in conformity to law, for the

Northeast quarter of Section Twenty four in Township Six North of Range  
forty seven West of the Sixth Principal Meridian, Colorado, containing  
one hundred sixty acres.

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

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant  
 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 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 pene-~~  
~~trate 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,

Andrew 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 twentieth  
 day of May, in the year of our Lord one thousand nine hundred and  
thirteen, and of the Independence of the United States the one hundred  
 and thirty seventh



By the President:

Andrew WilsonRecorded, Colorado Vol. 335273

Page

By

M. O. L. Roy

Secretary.

Recorder of the General Land Office.

Filed for Record the 25th day of June, A. D. 1913, at 8<sup>00</sup> o'clock A. M.

Harry M. McManis

Recorder.

By

Deputy.



THE UNITED STATES OF AMERICA.

STERLING 013766

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, 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 *Lewis W. Curle*

has been established and duly consummated, in conformity to law, for the *northwest quarter of Section twenty-four in Township five north of Range forty-seven west of the Sixth Principal Meridian, Colorado, containing one hundred and sixty acres.*

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

Now Know Ye, That there is, therefore granted by the United States unto the said 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 *thirty-first* day of *March* in the year of our Lord one thousand nine hundred and *fourteen* and of the Independence of the United States the one hundred and *thirty-eight*

By THE PRESIDENT: *Woodrow Wilson*

By *M. P. Lee Roy* SECRETARY.

*L. C. Lumsden*  
Recorder of the General Land Office.



Recorded: Patent No. *395947*

Filed for Record the *13* day of *Jan* A. D. 19*14*, at *8:30* o'clock *A.M.*

*Harry M. McKinney* RECORDER.

By *Emma F. Williams* DEPUTY.



Oct. 16, 1975 9:00

396400

BDOZ 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

116 A CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
I, Margie Evestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A. M.  
Margie Evestone, Deputy  
COUNTY CLERK AND RECORDER

By Margie Evestone  
Fees \$ 2.00 pd  
1975  
October 16  
Page No. 499  
1975  
108

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

356499

THIS AGREEMENT, Entered into this the 3rd day of May, 1978  
between Harry E. Salvador and Alice L. Salvador, husband and wife  
of Wages Route, Yuma, Colorado 80759

hereinafter called lessor,  
and Donald S. Walker 520 Empire Bldg., Denver, Colorado 80202 hereinafter called lessee, does witness:

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

Yuma State of Colorado and described as follows:  
Township 5 North, Range 47 West  
Section 24: N $\frac{1}{2}$

Recorded Aug. 21, 1978 8:30 AM  
Reception 408761 Gary E. Stone, Recorder

in Section XXX Township XXX Range XXX and containing 320.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of ten (10) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land or from lands with which said land is consolidated; or the premises are being developed or operated.

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

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

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

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of May, 1979 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

Haxtun Community Bank at Haxtun, Colorado 80731 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Three Hundred Twenty & NO/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

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

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

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

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

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

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

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or utilize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

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

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

Harry E. Salvador  
Harry E. Salvador  
Alice L. Salvador  
Alice L. Salvador

PRINTED BY WILKINS PRINTING, INC., 511 18th ST. SUITE 222 DENVER CO. 80202 (303) 893-1681

STATE OF Colorado } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
 COUNTY OF Yuma } ss. Nebraska, North Dakota, South Dakota  
 ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31  
 day of May, 1978, personally appeared Harry E. Salvador and Alice L. Salvador,  
husband and wife

and

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
 My Commission Expires June 12, 1978 Donald S. Warren  
 Notary Public.

STATE OF Colorado } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
 COUNTY OF Yuma } ss. Nebraska, North Dakota, South Dakota  
 ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and

to me known to be the identical person described in and who executed  
 the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
 and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
 My Commission Expires \_\_\_\_\_  
 Notary Public.

State of \_\_\_\_\_ } ss. ACKNOWLEDGMENT (For use by Corporation)  
 County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me personally  
 appeared \_\_\_\_\_ to me personally known, who, being by  
 me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
 and that the seal affixed to said instrument is the corporate seal of said corpora-  
 tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
 \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
 (SEAL) \_\_\_\_\_  
 Notary Public.

My Commission expires \_\_\_\_\_

© INDEXED

408761

No.

FROM

HARRY E. SALVADOR, ETUX

ALICE L. SALVADOR

TO

DONALD S. WALKER

Dated

19

No. Acres

County

Term

This instrument was filed for record on the 21day of August1978, at8:30 o'clock A. M., and duly recorded inVolume 531Page 112

of the records of this office.

County Clerk

By Margie E. Eggestone  
 Deputy

When recorded return to

Reception 428254 Margie Eyestone, Recorder

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE  
(Testate Estate)

This deed is made by ALICE L. SALVADOR as the Personal Representative of the estate of HARRY E. SALVADOR also known as H. E. SALVADOR, deceased, grantor, to HARRY J. SALVADOR, grantee whose address is Wages Route - Yuma, Colorado 80759;

WHEREAS, the above named decedent during lifetime made and executed a Last Will and Testament dated January 7, 1980, which Will was duly admitted to informal probate on January 28, 1981 by the District Court in and for the County of Phillips and State of Colorado, Probate No. 81-PR-2; and

WHEREAS, grantor was duly appointed as the Personal Representative of said estate on January 28, 1981, and is now duly acting and qualified as such; and

WHEREAS, grantees are determined to be the persons entitled to distribution of the hereinafter described real property, and grantor is authorized and empowered to distribute the same to the grantees;

NOW THEREFORE, pursuant to the powers conferred upon grantor by Article 12, Sections 711 and 907 of the Colorado Probate Code, grantor sells, conveys, assigns, transfers and releases to grantees, the following property in Yuma County, Colorado, to wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

The NE $\frac{1}{4}$  of Section 24 EXCEPT approximately 7 $\frac{1}{2}$  acres previously conveyed by deed in Book 508 at Page 271 of the Yuma County, Colorado records RESERVING AND EXCEPTING unto the Estate of Harry E. Salvador also known as H. E. Salvador all oil, gas, minerals and hydrocarbons thereunder.

with all appurtenances, subject to general property taxes for 1982 and thereafter; easements and rights of way of record or in use, if any; existing mineral exceptions, reservations and leases, if any; and to the burdens and benefits of local improvement districts.

Dated: October 12, 1982.

*Alice L. Salvador*

Alice L. Salvador - Personal Representative  
and Surviving Spouse

STATE OF COLORADO )  
 ) ss.  
County of Phillips )

The foregoing instrument was acknowledged before me this 12th day of October, 1982, by ALICE L. SALVADOR, as surviving spouse of said decedent and Personal Representative of the said decedent, with said decedent having been a married person at the time of death.

WITNESS my hand and official seal. My commission expires June 25, 1984.

*David D. Colman*, Notary Public  
131 W. Emerson St.  
Holyoke, Colorado 80734



### WARRANTY DEED

Grantors, RODNEY W. SALVADOR and CANDACE K. HOFMEISTER, their addresses being respectively: 502 W. Grant, Haxtun (80731) and 111 Westridge Ave., Haxtun, (80731), all in the County of Phillips, State of Colorado, for the consideration of TEN THOUSAND AND NO/100 DOLLARS, in hand paid, hereby sell and convey to HARRY J. SALVADOR and MARY S. SALVADOR, as joint tenants, their address being: 13856 C.R. 57, Yuma (80759), County of Yuma, and State of Colorado, the following real property in the County of Yuma, and State of Colorado, to wit:

**All of the Grantors' undivided interest in and to:  
The NW¼ of Section 24, Township 5 North, Range 47 West of the 6<sup>th</sup> P.M.**

**RESERVING AND EXCEPTING** therefrom, however, unto Grantors, all of the oil, gas and other minerals which are presently owned by them in and under and that may be produced from said land, together with the necessary means of ingress and egress for the exploration, production and mining of same, said reservation to extend for a period of twenty (20) years from the date of closing and so long thereafter as commercial production of any such minerals continues, if in production at the end of said twenty (20) year term. At the end of said reservation, the reserved interest shall pass to and become the property of the then owner of the surface of said property.

with all its appurtenances, and warrants the title to the same, subject to general property taxes for 2002, and thereafter; to easements, rights of way, roadways and restrictions of record, if any; to existing mineral exceptions, reservations and leases, if any; to burdens and benefits of local improvement districts; and to zoning and subdivision regulations of Yuma County, Colorado.

Signed this 13 day of August, 2002.

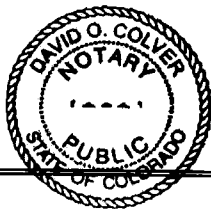
Rodney W. Salvador  
Rodney W. Salvador

Candace K. Hofmeister  
Candace K. Hofmeister

STATE OF COLORADO     )  
                                          ) ss.  
County of Phillips        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2002, by RODNEY W. SALVADOR and CANDACE K. HOFMEISTER.

Witness my hand and official seal. My commission expires 6-25-2004.



David O. Colver  
Notary Public

deeds/salvador frank



### WARRANTY DEED

Grantor, FRANK E. SALVADOR, his address being: 58322 C.R. V, Holyoke (80734), in the County of Phillips, State of Colorado, for the consideration of TEN THOUSAND AND NO/100 DOLLARS, in hand paid, hereby sells and conveys to **HARRY J. SALVADOR and MARY S. SALVADOR, as joint tenants**, their address being: 13856 C.R. 57, Yuma (80759), County of Yuma, and State of Colorado, the following real property in the County of Yuma, and State of Colorado, to wit:

**All of the Grantor's undivided interest in and to:  
The NW¼ of Section 24, Township 5 North, Range 47 West of the 6<sup>th</sup> P.M.**

**RESERVING AND EXCEPTING** therefrom, however, unto Grantor, all of the oil, gas and other minerals which are presently owned by him in and under and that may be produced from said land, together with the necessary means of ingress and egress for the exploration, production and mining of same, said reservation to extend for a period of twenty (20) years from the date of closing and so long thereafter as commercial production of any such minerals continues, if in production at the end of said twenty (20) year term. At the end of said reservation, the reserved interest shall pass to and become the property of the then owner of the surface of said property.

with all its appurtenances, and warrants the title to the same, subject to general property taxes for 2002, and thereafter; to easements, rights of way, roadways and restrictions of record, if any; to existing mineral exceptions, reservations and leases, if any; to burdens and benefits of local improvement districts; and to zoning and subdivision regulations of Yuma County, Colorado.

Signed this 13 day of August, 2002.

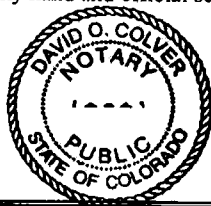
  
Frank E. Salvador

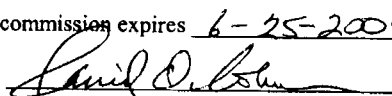
STATE OF COLORADO     )  
                                          ) ss.  
County of Phillips     )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2002, by FRANK E. SALVADOR.

Witness my hand and official seal. My commission expires 6-25-2004.

decd/salvador frank



  
Notary Public



**DEED OF DISTRIBUTION BY TRUSTEES - Mineral**

Grantors, LAURETTA J. GIBBS and STEVEN D. SALVADOR, as co-trustees of the MARY S. SALVADOR FAMILY TRUST under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002, the address of said trust being: c/o 13856 Co. Rd. 57, Yuma, (80759) State of Colorado, for the consideration of SEVERANCE AND DIVISION OF MINERAL INTERESTS, in hand paid, hereby sell and convey to the following parties in the stated interests:

**LAURETTA J. GIBBS** - **An undivided one-third interest**  
5564 Mosquito Pass Dr.,  
CO Springs, CO 80917

**STEVEN D. SALVADOR** - **An undivided one-third interest**  
13856 Co. Rd. 57, Yuma, CO 80759

**BARBARA C. HOLCOMB** - **An undivided one-third interest**  
24055 W. 171<sup>st</sup> St., Kellyville, OK 74039

in and to the following real property in the County of Yuma, and State of Colorado, to wit:

**All of said Trust's undivided interest in oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the lands described below, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, to wit:**

**Township 5 North, 46 West of the 6<sup>th</sup> P.M.**

**Section 11: NW1/4**

**Section 17: NE1/4 and SE1/4**

**Township 5 North, 47 West of the 6<sup>th</sup> P.M.**


**Section 12: NE1/4**

**Section 24: N1/2**

with all its appurtenances.

Signed this 13<sup>th</sup> day of SEPT., 2012.

  
STEVEN D. SALVADOR, trustee of the  
Mary S. Salvador Family Trust

  
LAURETTA J. GIBBS, trustee of the  
Mary S. Salvador Family Trust

(Acknowledgments on reverse side.)



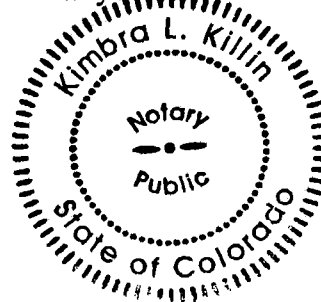
STATE OF COLORADO )

County of Phillips ) s.

The foregoing Deed was acknowledged before me this 13<sup>th</sup> day of Sept., 2012,  
by STEVEN D. SALVADOR as a co-trustee of the MARY S. SALVADOR FAMILY TRUST, under  
agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002. Witness my  
hand and official seal.

My commission expires: 11-1-15

Kimbra L. Killin  
Notary Public



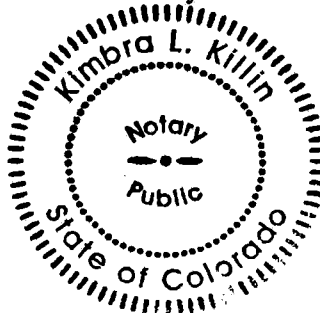
STATE OF COLORADO )

County of Phillips ) s.

The foregoing Deed was acknowledged before me this 8<sup>th</sup> day of Sept., 2004,  
by LAURETTA J. GIBBS, as a co-trustee of the MARY S. SALVADOR FAMILY TRUST, under  
agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002. Witness my  
hand and official seal.

My commission expires: 11-1-15

Kimbra L. Killin  
Notary Public



**DEED OF DISTRIBUTION BY TRUSTEES - Mineral**

Grantors, LAURETTA J. GIBBS and STEVEN D. SALVADOR, as co-trustees of the HARRY J. SALVADOR TRUST under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002, the address of said trust being: c/o 13856 Co. Rd. 57, Yuma, (80759) State of Colorado, for the consideration of DIVISION OF SEVERED MINERAL INTEREST, in hand paid, hereby sell and convey to the following parties in the stated interests:

**LAURETTA J. GIBBS** - **An undivided one-third interest**  
5564 Mosquito Pass Dr.,  
CO Springs, CO 80917

**STEVEN D. SALVADOR** - **An undivided one-third interest**  
13856 Co. Rd. 57, Yuma, CO 80759

**BARBARA C. HOLCOMB** - **An undivided one-third interest**  
24055 W. 171<sup>st</sup> St., Kellyville, OK 74039

the following real property in the County of Yuma, and State of Colorado, to wit:

All of said Trust's undivided interest in oil, gas, minerals and hydrocarbons in, on and under and that may be produced from the lands described below, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom, to wit:

**Township 5 North, 46 West of the 6<sup>th</sup> P.M.**

Section 11: NW1/4

Section 17: NE1/4 and SE1/4

**Township 5 North, 47 West of the 6<sup>th</sup> P.M.**

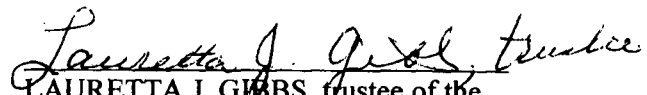
Section 12: NE1/4

Section 24: N1/2

with all its appurtenances.

Signed this 13<sup>th</sup> day of SEPT., 2012.

  
STEVEN D. SALVADOR, trustee of the  
Harry J. Salvador Trust

  
LAURETTA J. GIBBS, trustee of the  
Harry J. Salvador Trust

(Acknowledgment on reverse side.)

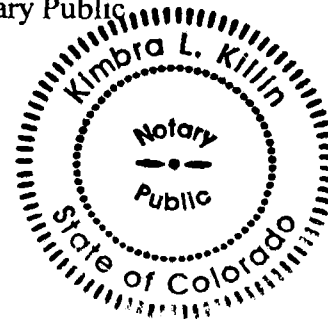


STATE OF COLORADO )  
County of Phillips ) s.  
 )

The foregoing Deed was acknowledged before me this 13<sup>th</sup> day of Sept, 2012, by STEVEN D. SALVADOR as a co-trustee of the HARRY J. SALVADOR TRUST, under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002. Witness my hand and official seal.

Kimbra L. Killin  
Notary Public

My commission expires: 11-1-15

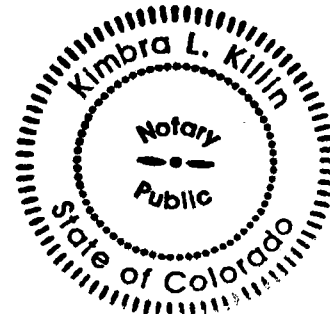


STATE OF COLORADO )  
County of Phillips ) s.  
 )

The foregoing Deed was acknowledged before me this 8<sup>th</sup> day of Sept, 2004, by LAURETTA J. GIBBS, as a co-trustee of the HARRY J. SALVADOR TRUST, under agreement dated January 18, 1980, and amended December 21, 1999 and January 15, 2002. Witness my hand and official seal.

Kimbra L. Killin  
Notary Public

My commission expires: 11-1-15





**BARGAIN AND SALE DEED**

Grantor, STEVEN D. SALVADOR, his address being 13856 Co. Rd. 57, Yuma, CO 80759 for the consideration of CHANGE OF LEGAL DESCRIPTION TO REFLECT SURVEY DESCRIPTIONS, in hand paid, hereby sells and conveys to:

**THE HARRY J. SALVADOR TRUST, an intervivos trust created by Harry J. Salvador by trust agreement dated 1/18/1980; Amendment dated 12/21/1999 and Second amendment dated 1/15/2002; and**

**THE MARY S. SALVADOR FAMILY TRUST, an intervivos trust created by Mary S. Salvador by trust agreement dated 1/18/1980; Amendment dated 12/21/1999 and Second amendment dated 1/15/2002;**

each an undivided one-half interest in and to the following lands, the address of said trusts being: 13856 Co. Rd. 57, Yuma, CO 80759, the following real property in Yuma County, Colorado, to wit:

N1/2 of Section 24, Township 5 North, Range 47 West of the 6<sup>th</sup> P.M.

SAVING AND RESERVING unto Grantor, STEVEN D. SALVADOR, all of all oil, gas minerals and mineral rights presently owned by him in and under and that may be produced from said land, together with the right of ingress and egress at all times for the purpose of operating and developing said land for oil, gas and other minerals, and marketing the same therefrom;

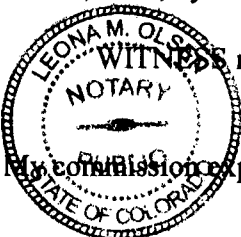
with all appurtenances.

Signed this 22<sup>nd</sup> day of March, 2013.

STEVEN D. SALVADOR

STATE OF COLORADO                    )  
                                                           ) ss.  
 County of Yuma                            )

The foregoing Bargain and Sale Deed was acknowledged before me this 22<sup>nd</sup> day of March, 2013, by STEVEN D. SALVADOR.



Witness my hand and official seal.

Notary Public

My Commission Expires: 9/6/2013  
dmv

My Commission Expires Sept. 6, 2013



Book 14 Page 285

Page 285

## PATENT

United States To John H. Hargfeldt  
 Description SE 4 20-5 N-47 W 160 A.

Date May 15, 1891

Filed

Feb 1, 1896.Page 286

## PATENT

United States To Lewis E. Ball  
 Description SW 4 18-5 N-46 W 161 27 A

Date Dec 1

Filed

Feb 1, 1896

 Parcel  
#7
Page 283160 A.Nov 9, 1891Page 284Dec 1, 1891

# THE UNITED STATES OF AMERICA.

STERLING 0707

To all to whom these Presents shall Come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, 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 *Samuel L. Paul*

has been established and duly consummated, in conformity to law, for the *section twenty-five in Township five north of Range eight west of the sixth Principal Meridian, Colorado, containing one hundred and 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 *fourteenth* day of *August* in the year of our Lord one thousand nine hundred and *eighteen* and of the Independence of the United States the one hundred and *eighty-ninth*



By THE PRESIDENT: *Woodrow Wilson*

By *Samuel L. Paul* SECRETARY.

RECORDED OF THE GENERAL LAND OFFICE.

RECORDED: Patent No. *1000000*

Filed for Record the *21st* day of *August* A. D. 19*18* at *5* o'clock *P.*M.

No. *72291*

*Samuel L. Paul* RECORDER.  
*Samuel L. Paul* DEPUTY.



8001 312 237

103 1/2—WARRANTY DEED—Vesting Entire Title in Survivor

The Hoffman General Supply House, Lincoln, Neb.

KNOW ALL MEN BY THESE PRESENTS, That



Otto Stoermer and Lena Stoermer  
of Cole Camp, Missouri,



in consideration of Thirteen Thousand Six hundred & no/100----- DOLLARS  
in hand paid, do hereby grant, bargain, sell, convey and confirm unto

Robert W. Korf and Minnie A. Korf  
of Yuma, Colorado



as JOINT TENANTS, and not as tenants in common; the following described real estate, situated in the County of  
--Yuma-- and State of Colorado , to-wit:

The North East Quarter of Section Twenty Five (NE 1/4 25), in Township Five North (Twp. 5N), Range Forty Seven West of the Sixth P.M. (47th, 6 P.M.), EXCEPTING AND RESERVING To the grantors, their heirs, successors and assigns an undivided ONE-HALF of all Oil, Gas and other minerals, and Mineral rights in, upon and under said real estate together with full and free right to enter upon said premises and use so much of the surface thereof as may be necessary for reasonable operation, drilling and marketing of the production thereof and for the purposes of this reservation

Recorded MAR 22 1956 at 2:30 P.M. A. M.

332053 JOHN ADGOCK, R.

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantor , of, in or to the same, or any part thereof; subject to above mineral, oil and gas reservation and the 1956 taxes, which grantors are to pay



IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to their heirs and assigns of the survivor of them, forever, and they the grantor s named herein for themselves and their heirs, executors, and administrators, do covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that they are lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that they the said grantor s have good right and lawful authority to sell the same, and that they will and their heirs, executors and administrators shall warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF We have hereunto set our hand s this 15th day of

March 1956 , A. D.

In presence of

Otto Stoermer  
Lena Stoermer

STATE OF Missouri  
County of Benton.

On this 15th day of March

A. D. 1956, before me, a Notary Public, in and for said County, personally came the above named Otto Stoermer and Lena Stoermer



who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantor s, and that they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Edwin F. Bradley Notary Public

My commission expires on the 10th day of May, A. D. 1957





Book 499, 156  
Rec. #396400

Oct. 16, 1975  
9:00 AM

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A.D. 1885, it is provided that; 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone

Recorded Apr 14, 1980 at 3:00 O'Clock - P.M.

Reception 416107 Margie Eystone, Recorder

File No. N12

BOOK 554 PAGE 152

RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )  
 ) SS  
COUNTY OF YUMA )

For and in consideration of TEN AND MORE Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to

J-W OPERATING COMPANY 1900 LTV TOWER DALLAS, TEXAS 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement 33 feet in width along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the COUNTY OF YUMA, STATE OF COLORADO, to-wit:

Along the North Side of:

TOWNSHIP 5 NORTH, RANGE 47 WEST, 6th P.M.  
SECTION 25; NE 1/4

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipeline laid by GRANTEE hereunder and for any such additional line so laid the GRANTEE shall pay the GRANTOR a sum equivalent to TWO DOLLARS (\$2.00) per linear rod of such additional line or such proportionate part thereof as GRANTOR'S interest in said lands bears to the entire fee, to be paid after the completion of the construction of such additional lines.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or usefull to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance on this day of

APRIL 14, 1980 ~~1979~~.

LANDOWNER'S SIGNATURE

Robert W. Korf Minnie Korf

TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands does hereby grant his consent and approval to the above described easement and the full use and exercise thereof, subject to the condition that any all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent shall be paid to him.

EXECUTED this day of \_\_\_\_\_ 1979.

STATE OF COLORADO )  
COUNTY OF HUMB ) SS

SUBSCRIBED AND SWORN TO BEFORE ME, DONALD L. SHERLOCK,  
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF  
APRIL 14, 1980 ~~1979~~, BY ROBERT W. KORF & MINNIE KORF  
WHO IS/ARE PERSONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.  
WITNESS MY HAND AND SEAL.

Donald L. Sherlock  
NOTARY PUBLIC

COMMISSION EXPIRES:

My Comm. expires April 15, 1981





Recorded at 1:40 P.M. October 5, 1990  
 Reception No. 458933 Norma Hespen Recorder

**PERSONAL REPRESENTATIVE'S DEED**  
 (Estate Estate)

THIS DEED is made by MINNIE A. KORF  
 as Personal Representative of the Estate of  
ROBERT W. KORF, deceased, Grantor,  
 to MINNIE A. KORF, individually, Grantee,  
 whose legal address is 5711 E. RD. F  
Yuma, CO 80759  
 of the County of Yuma, and  
 State of Colorado.

685-265

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated March 19, 19 79, which Will was duly admitted to record (informal) probate on February 1, 19 89 by the District Court in and for the County of Yuma, State of Colorado, Probate No. 59 PR 1;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on February 1, 19 89, and is now qualified and acting in said capacity

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee ~~all of the property in the above captioned Will, to wit:~~  
 (As the person entitled to distribution of the property in the above captioned Will,\*\* the following described real property situate in the County of Yuma, State of Colorado.

All oil, gas and mineral rights and all royalty payments now accrued or hereafter paid on the following described property:

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.  
 Section 8: SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NE $\frac{1}{4}$ ;  
 Section 9: W $\frac{1}{2}$  EXCEPT 35 acres, SE $\frac{1}{4}$ ;  
 Section 17: E $\frac{1}{2}$ ;

TOWNSHIP 4 NORTH, RANGE 46 WEST OF THE 6TH P.M.  
 Section 8: E $\frac{1}{2}$ ;  
 Section 17: All;

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.  
 Section 25: NE $\frac{1}{4}$

also known by street and number as

State Documentary Fee  
October 5, 1990  
 EXEMPT

With all appurtenances, subject to covenants, easements and restrictions of record, and subject to general property taxes for the year 19 90, and subject to all existing roads and public highways, established and/or recorded easements, and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection districts, soil conservation districts, and any other improvement districts.

As used herein, the singular includes the plural and the plural the singular.

Executed October 4, 19 90

Minnie A. Korf  
 MINNIE A. KORF, individually and as partner of R. W. KORF & CO., a partnership, and M.A. KORF & CO., a partnership.

Personal Representative  
 of the Estate of Robert W. Korf  
 Deceased

STATE OF COLORADO  
 COUNTY OF YUMA

The foregoing instrument was acknowledged before me this 4th day of October, 19 90 by MINNIE A. KORF, individually and as partner of R. W. KORF & CO., a partnership, and as Personal Representative of the Estate of Robert W. Korf, Deceased M.A. KORF & CO., a partnership

My commission expires July 13, 1994

Thomas J. Callahan  
 THOMAS J. CALLAHAN  
 312 Main Street, P. O. Box 455  
 Yuma, CO 80758

Recorded at 1:40 P. M. October 5, 1990  
 Reception No. 458936 Norma Hesperen Recorder

QUIT CLAIM DEED

THIS DEED, Made this 4th day of October, 1990,  
 between MINNIE A. KORF, individually and as partner of  
 R. W. KORF & CO., a partnership, and M. A. KORF & CO.,  
 a partnership  
 of the County of Yuma and State of  
 Colorado, grantor(s), and

MINNIE A. KORF, individually

whose legal address is 52111 CO RD E, Yuma, CO 80759

of the County of Yuma and State of Colorado, grantees(s)

WITNESSETH, That the grantor(s), for and in consideration of the sum of AS THE PERSON ENTITLED TO  
 DISTRIBUTION DOLLARS  
 the receipt and sufficiency of which is hereby acknowledged, has VE refused, released, sold, conveyed and QUIT CLAIMED, and by  
 these presents do VE refuse, release, sell, convey and QUIT CLAIM unto the grantees(s), their heirs, successors and assigns,  
 forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with  
 improvements, if any, situate, lying and being in the County of Yuma and State of  
 Colorado, described as follows:

All oil, gas and mineral rights and all royalty payments now accrued  
 or hereafter paid on the following described property:

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 8: SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NE $\frac{1}{4}$ ;

Section 9: W $\frac{1}{2}$  EXCEPT 35 acres, SE $\frac{1}{4}$ ;

Section 17: E $\frac{1}{2}$ ;

TOWNSHIP 4 NORTH, RANGE 46 WEST OF THE 6TH P.M.

Section 8: E $\frac{1}{2}$ ;

Section 17: All;

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 25: NE $\frac{1}{4}$ ;

State Documentary Fee

Oct. 5, 1990

EXEMPT

also known by street and number as

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in  
 anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to  
 the only proper use, benefit and behoof of the grantees(s), their heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) has executed this deed on the date set forth above.

x Minnie A. Korf  
 MINNIE A. KORF, individually and as  
 partner of R. W. KORF & CO., a  
 partnership, and M.A. KORF & CO., a  
 partnership

STATE OF COLORADO,

County of Yuma

The foregoing instrument was acknowledged before me this 4th day of October, 1990,  
 by MINNIE A. KORF, individually and as partner of R. W. KORF & CO., a partnership,  
 and M.A. KORF & CO., a partnership.

My commission expires July 13, 1995. Witness my hand and official seal



Thomas J. Callahan  
 THOMAS J. CALLAHAN, Notary Public  
 312 Main Street, P. O. Box 445  
 Yuma, CO 80759

"If in Debit, insert City and"

Sub. 901 Rev. 1-87 (10-11-87)



502531



502531 04/19/2001 03:35P QCD Janice Cobb  
1 of 1 R 5.00 D 0.00 Yuma County, CO

QUITCLAIM DEED

THIS DEED, dated  
between MINNIE A. KORF, individually, and MINNIE A. KORF  
as Trustee of the ROBERT W. KORF FAMILY TRUST

of the County of Yuma and State of  
Colorado, grantor(s), and ROBERT E. KORF and ELDON KORF, each  
an undivided one-half (1/2) interest as tenants in common

whose legal address is c/o Robert E. Korf, 51877 CR R, Yuma, CO 80759

of the County of Yuma and State of Colorado grantee(s),

WITNESS, that the grantor(s), for and in consideration of the sum of gift deed DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, ha s remised, released, sold and QUITCLAIMED, and by these  
presents do es remise, release, sell and QUITCLAIM unto the grantee(s), their heirs, successors and assigns forever, all  
the right, title, interest, claim and demand which the grantor(s) ha s in and to the real property, together with improvements, if any,  
situate, lying and being in the County of Yuma and State of Colorado,  
described as follows:

All oil, gas and mineral interests, to include all leases and leasehold rights  
in the following described property:

TOWNSHIP 4 NORTH, RANGE 46 WEST OF THE 6th P.M.

Section 8: E1/2;  
Section 17: All;

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6th P.M.

Section 8: S1/2NE1/4, SE1/4;  
Section 9: W1/2 and SE1/4;  
Section 17: E1/2;

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6th P.M.

Section 25: NE1/4;

also known by street and number as;  
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise  
thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only  
proper use, benefit and behoof of the grantee(s) their heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
MINNIE A. KORF, Individually  
MINNIE A. KORF, Trustee of Robert W.  
Korf Family Trust

STATE OF COLORADO

County of Yuma

The foregoing instrument was acknowledged before me this day of , 20 01  
by MINNIE A. KORF, Individually and as Trustee of Robert W. Korf Family Trust

Witness my hand and official seal.  
My commission expires:

Clara Keller  
My Commission expires May 05, 2001 Notary Public

Name and Address of Person Creating Newly Created Legal Description (336-35-106.3, C.R.S.)

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

506599 03/11/2002 12:15P TRD Janice Cobb  
1 of 1 R 5.00 D 0.00 Yuma County, CO

KNOW ALL MEN BY THESE PRESENTS, that we, ROBERT E. KORF and ELDON L. KORF, as Successor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979, and as Grantors herein, hereby quitclaim, sell and convey to ELDON L. KORF, 9593 CO RD 52, Yuma, Yuma County, CO 80759, Grantee, his heirs and assigns in fee simple forever, as the person entitled to distribution, the following described property in the County of Yuma, State of Colorado to-wit:

No  
Doc.  
Fee



Section 8: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 9: W $\frac{1}{2}$ , SE $\frac{1}{4}$   
Section 17: E $\frac{1}{2}$

## Section 25: NE¼

EXCEPTING oil, gas and mineral rights that are conveyed by separate deed.

Together with all its appurtenances and quitclaims the title to the same, subject to all existing roads and public highways, established and/or recorded easements, and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection districts, soil conservation districts and any other improvement districts, and liens of record.

Signed this 21<sup>st</sup> day of February, 2002.

  
ROBERT E. KORF and  
  
ELDON L. KORF, as Successor Trustees  
under ROBERT W. KORF FAMILY  
TRUST dated March 19, 1979

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Y U M A )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2002, by ROBERT E. KORF and ELDON L. KORF, as Successor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979.

WITNESS my hand and official seal.

My commission expires:

7-13-02

NOTARY PUBLIC - THOMAS J. CALLAHAN

NO REAL PROPERTY  
TRANSFER DECLARATION  
ACCOMPANIED THIS DOCUMENT

STAMP: TEXAS J. CAI  
NOTARY PUBLIC  
SUGG

506601

506601 03/11/2002 12:15P TRD Janice Cobb  
1 of 2 R 10.00 D 0.00 Yuma County, CO

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS, that we, ROBERT E. KORF and ELDON L. KORF, as Successor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979, and as Grantors herein, hereby quitclaim, sell and convey to ROBERT E. KORF, 51877 CO RD R, Yuma, Yuma County, CO 80759, and ELDON L. KORF, 9593 CO RD 52, Yuma, Yuma County, CO 80759, as tenants in common, each an undivided 1/2 interest, Grantees, their heirs and assigns in fee simple forever, as the persons entitled to distribution, the following described property in the County of Yuma, State of Colorado to-wit:

No  
Doc.  
Fee

All of Grantor's interest in and to oil, gas and mineral rights in and to the following-described real property, to-wit:

TOWNSHIP 4 NORTH, RANGE 46 WEST OF THE 6TH P.M.

Section 8: E½  
Section 17: All

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 8: S½NE¼, SE¼  
Section 9: W½, SE¼  
Section 17: E½

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

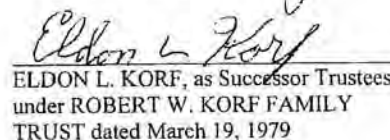
Section 25: NE¼

NO REAL PROPERTY  
TRANSFER DECLARATION  
ACCOMPANIED THIS DOCUMENT

Together with all its appurtenances and quitclaims the title to the same, subject to all existing roads and public highways, established and/or recorded easements, and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection districts, soil conservation districts and any other improvement districts, and liens of record.

Signed this 21<sup>st</sup> day of February, 2002.

  
ROBERT E. KORF and

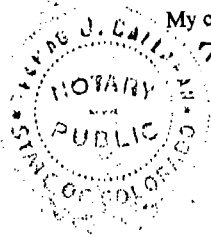
  
ELDON L. KORF, as Successor Trustees  
under ROBERT W. KORF FAMILY  
TRUST dated March 19, 1979

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Y U M A )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of  
February, 2002, by ROBERT E. KORF and ELDON L. KORF, as  
Successor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979.

WITNESS my hand and official seal.

My commission expires:



  
NOTARY PUBLIC - THOMAS J. CALLAHAN



506604

506604 03/11/2002 12:15P PRD Janice Cobb  
1 of 1 R 5.00 D 0.00 Yuma County, CO

**PERSONAL REPRESENTATIVE'S DEED**  
(Testate Estate)

THIS DEED, is made by Robert E. Korf and Eldon L. Korf, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka Minnie Korf, deceased, Grantors, to ELDON L. KORF, Grantee, whose legal address is 9593 CO RD 52, Yuma, Yuma County, CO 80759.

WHEREAS, above-named decedent in her lifetime made and executed her Last Will and Testament dated October 26, 1999, which Will was duly admitted to informal probate on May 24, 2001, by the District Court in and for the County of Yuma, and State of Colorado, Probate No. 2001PR18;

WHEREAS, Grantors were duly appointed Personal Representatives of said Estate on May 24, 2001, and are now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantors by the Colorado Probate Code, Grantors do hereby quitclaim, sell, convey, assign, transfer and set over unto Grantee, as the person entitled to distribution of the property, the following-described real property situate in the County of Yuma, State of Colorado:

No  
Doc.  
Fee

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 8: S½NE¼, SE¼  
Section 9: W½, SE¼  
Section 17: E½

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 25: NE¼

NO REAL PROPERTY  
TRANSFER DECLARATION  
ACCOMPANIED THIS DOCUMENT

TOGETHER WITH all water rights and irrigation equipment appurtenant thereto.

EXCEPTING oil, gas and mineral rights that are conveyed by separate deed.

With all appurtenances, subject to covenants, easements and restrictions of record, general property taxes for the year 2002, and subject to all existing roads and public highways, established and/or recorded easements, and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection districts, soil conservation districts, and any other improvement districts, and liens of record.

Executed Feb. 21, 2002.

Robert E. Korf  
ROBERT E. KORF and  
Eldon L. Korf  
ELDON L. KORF,  
as Personal Representatives of the Estate of  
Minnie Alta Korf aka Minnie A. Korf aka  
Minnie Korf, deceased.

STATE OF COLORADO )  
 ) ss.  
COUNTY OF YUMA )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2002, by ROBERT E. KORF and ELDON L. KORF, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka Minnie Korf, deceased.

Witness my hand and official seal.

My commission expires:

7-13-02



Thomas J. Callahan  
NOTARY PUBLIC - THOMAS J. CALLAHAN

506605

506605 03/11/2002 12:15P PRD Janice Cobb  
1 of 1 R 5.00 D 0.00 Yuma County, CO

**PERSONAL REPRESENTATIVE'S DEED**  
(Testate Estate)

THIS DEED, is made by Robert E. Korf and Eldon L. Korf, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka Minnie Korf, deceased, Grantors, to ROBERT E. KORF, 51877 CO RD R, Yuma, Yuma County, CO 80759, and ELDON L. KORF, 9593 CO RD 52, Yuma, Yuma County, CO 80759, Grantees.

WHEREAS, above-named decedent in her lifetime made and executed her Last Will and Testament dated October 26, 1999, which Will was duly admitted to informal probate on May 24, 2001, by the District Court in and for the County of Yuma, and State of Colorado, Probate No. 2001PR18;

WHEREAS, Grantors were duly appointed Personal Representatives of said Estate on May 24, 2001, and are now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantors by the Colorado Probate Code, Grantors do hereby quitclaim, sell, convey, assign, transfer and set over unto Grantee, as the person entitled to distribution of the property, the following-described real property situate in the County of Yuma, State of Colorado:

No.  
Doc.  
Fee

All of Grantor's interest in and to oil, gas and mineral rights in and to the following-described real property, to-wit:

TOWNSHIP 4 NORTH, RANGE 46 WEST OF THE 6TH P.M.

Section 8: E $\frac{1}{2}$   
Section 17: All

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 8: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 9: W $\frac{1}{2}$ , SE $\frac{1}{4}$   
Section 17: E $\frac{1}{2}$

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 25: NE $\frac{1}{4}$

With all appurtenances, subject to covenants, easements and restrictions of record, general property taxes for the year 2002, and subject to all existing roads and public highways, established and/or recorded easements, and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection districts, soil conservation districts, and any other improvement districts, and liens of record.

Executed 21<sup>st</sup> February, 2002.

Robert E. Korf  
ROBERT E. KORF and  
Eldon L. Korf  
ELDON L. KORF, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka Minnie Korf, deceased.

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF YUMA )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2002, by ROBERT E. KORF and ELDON L. KORF, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka Minnie Korf, deceased.

Witness my hand and official seal.

My commission expires:

7-13-02

Thomas J. Callahan  
NOTARY PUBLIC - THOMAS J. CALLAHAN

NO REAL PROPERTY  
TRANSFER DECLARATION  
ACCOMPANIES THIS DOCUMENT



Parcel  
#8

THE UNITED STATES OF AMERICA.

CERTIFICATE No. 10462

To all to Whom these Presents shall come, Greeting:

Whereas, *Oscar M. Hurst of Logan 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

*Oscar M. Hurst*

according to the provisions of the act of Congress of the 24th of April, 1830, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto for the

*South East Quarter of Section Fourteen in Township First North of Range Forty Seven 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

*Oscar M. Hurst*

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

*Oscar M. Hurst*

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

*Oscar M. Hurst*

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 *thirtieth* day of *March* in the year of our Lord one thousand eight hundred and *ninety one* and of the independence of the United States the one hundred and *fiftieth*

BY THE PRESIDENT: *Benjamin Harrison* By *Ellen Macfarland* Secretary.

Recorded, Vol. *18*, Page *330* *J. M. Townsend* Recorder of the General Land Office.

Filed for Record the *7<sup>th</sup>* day of *Feb* A. D. 189*1*, at *9* o'clock *A. M.*

By *G. W. Jeff* Deputy.

THE UNITED STATES OF AMERICA.

STERLING

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, 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 *Barrett W. Reinhardt* has been established and duly consummated, in conformity to law, for the

*southwest quarter of Section forty-two, Township*  
*four north of Range forty-seven west of the sixth principal*  
*meridian, Colorado, containing one hundred sixty acres*

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

Now Know Ye, That there is, therefore granted by the United States unto the said 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, *William McKinley*, President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *thirteenth* day of *May*, in the year of our Lord one thousand nine hundred and *fourteen* and of the Independence of the United States the one hundred and *thirty-eighth*.



By THE PRESIDENT: *William McKinley*

By *W. D. B. B.* SECRETARY.

*W. D. B. B.*  
Recorder of the General Land Office.

Recorded: Patent No. *445,500*

Filed for Record the *20* day of *July*, A. D. 19*14*, at *5* o'clock *P.* M.

*W. D. B. B.* RECORDER.

By *W. D. B. B.* DEPUTY.



Book 499, 156  
Rec. #396400

Oct. 16, 1975  
9:00 AM

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A.D. 1885, it is provided that; The Commissioners of the County my 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone



BOOK 364 Page 198

Filed for record the JUL 11 1956 A. D. 19 at 9:30 clock A.M.  
No. 333149

John Adcock  
BOOK 364 PAGE 198  
RECORDED

This Indenture, Made this 31st day of May, in the year  
of Our Lord One Thousand Nine Hundred and Fifty-Six, between  
ROSCOE H. VOLLAND as Executor  
of the Estate of Rae Moore Shortess  
deceased, party of the first part, and VERNER M. HAM

of the County of Yuma, and State of Colorado  
party of the second part, Witnesseth that  
Whereas, in the County Court of the County of Yuma, in the  
State of Colorado, on the 24th day of April, A. D. 19 56, in the matter of the  
estate of Rae Moore Shortess, deceased, an order  
authorizing and directing sale of the Real Estate hereinafter described was made and entered of record.

And Whereas, The said part Y of the first part did, on the 1st day of May,  
A. D. 19 56, sell at public sale, for the total sum of 7,595.00 DOLLARS,  
to the party of the second part, the hereinafter described real estate pursuant to and in full compliance with said order  
of the Court.

And Whereas, On the 5th day of May, A. D. 19 56, the said part Y  
of the first part, as Executor of said estate as aforesaid, submitted to the said Court a report of such  
sale so made as aforesaid;

And Thereafter, an order confirming the said sale of Real Estate was made and entered of record in the matter of  
said estate, which order is as follows, to-wit:

IN THE COUNTY COURT

In and for the County of Yuma  
and State of Colorado

No. 8302

IN THE MATTER OF THE ESTATE OF

RAE MOORE SHORTESS,

Deceased

Filed May 19, 1956  
Buffer Roberts, Clerk

Order Confirming Sale  
of Real Estate

This matter coming on to be heard this day upon the report of the sale at public sale by ROSCOE H. VOLLAND,  
the Executor of the above entitled estate, to  
(Title of Representative(s))  
VERNER M. HAM of the following described real  
estate located (unless otherwise stated) in the County of Yuma, State of Colorado:

An undivided one-third interest in and to the South  
Half of Section 14; and 5 $\frac{1}{2}$  acres, more or less, de-  
scribed as commencing at the Northwest corner of the  
Northwest Quarter of Section 23, Township 5 North,  
Range 47 West of the 6th P. M.; thence South 7 rods,  
thence East to the East line of said Quarter Section,  
thence North 3 $\frac{1}{2}$  rods to the north line of said Quarter  
Section, thence West to the point of beginning; all  
in Township 5 North, Range 47 West of the 6th P. M.,  
Yuma County, Colorado, reserving in the grantor herein  
an undivided one-sixth interest in and to all the oil,  
gas and all other minerals in and under said lands.





BOOK 364 PAGE 201

Recorded at 2:30 o'clock A. M., JUL 11 1956  
Reception No. 333150 JOHN ADcock Recorder. BOOK 364 PAGE 201

THIS DEED,

Made this 31<sup>st</sup> day of May

in the year of our Lord one thousand nine hundred and fifty-six  
between Marguerite Moore Volland

County of Johnson Iowa of the  
and State of Colorado of the first part, and

of the Verner M. Ham  
County of Yuma and  
State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations 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 lots or parcels of land, situate, lying and being in the County of Yuma and State of Colorado, to-wit:

An undivided one-third interest in and to the S-1/2 of Section 14 and 5 1/2 acres, more or less, described as commencing at the NW corner of the NW-1/4 of Section 23, thence South 7 rods, thence East to the East line of said Quarter Section, thence North 3 1/2 rods to the North line of said Quarter Section, thence West to point of beginning; all in Twp. 5 North, Rge. 47 West of the 6th P.M.; Reserving, however, unto the grantor herein, an undivided one-sixth interest in and to all the oil, gas and all other minerals in and under said lands.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for herself, her heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever. Except 1956 and all subsequent years' taxes, rights of way for roads and present tenancies.

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 her hand and seal the day and year first above written.

Witness M.M.V. Marguerite Moore Volland (SEAL)  
John Adcock (SEAL)

STATE OF COLORADO IOWA  
County of Johnson  
The foregoing instrument was acknowledged before me this A.D. 1956 by Marguerite Moore Volland.  
My commission expires July 3, 1957

31 day of May  
1957 Witness my hand and official seal.

Notary Public.



BOOK 364 Page 202

Filed for record the JUL 11 1956 day of A. D. 19, 2:30 o'clock A.M. 830 Rev  
No. 333151 John Adcock RECORDER.

This Indenture, Made this 31st day of May, BOOK 364 PAGE 202  
of Our Lord One Thousand Nine Hundred and Fifty-Six, in the year  
ROSCOE H. VOLLAND as Executor  
of the Estate of K. P. Moore, also known as Kenneth P. Moore  
deceased, part y of the first part, and VERNER M. HAM  
of the County of Yuma, and State of Colorado  
part y of the second part, Witnesseth that

Whereas, in the County Court of the County of Yuma, in the  
State of Colorado, on the 24th day of April, A. D. 1956, in the matter of the  
estate of K. P. Moore, also known as Kenneth P. Moore, deceased, an order  
authorizing and directing sale of the Real Estate hereinafter described was made and entered of record.

And Whereas, The said party of the first part did, on the 1st day of May,  
A. D. 1956, sell at public sale, for the total sum of 7,595.00 DOLLARS,  
to the part y of the second part, the hereinafter described real estate pursuant to and in full compliance with said order  
of the Court.

And Whereas, On the 5th day of May, A. D. 1956, the said party  
of the first part, as Executor of said estate as aforesaid, submitted to the said Court a report of such  
sale so made as aforesaid;

And Thereafter, an order confirming the said sale of Real Estate was made and entered of record in the matter of  
said estate, which order is as follows, to-wit:

IN THE COUNTY COURT

in and for the County of Yuma  
and State of Colorado

No. 8262

IN THE MATTER OF THE ESTATE OF

K. P. MOORE, also known as  
KENNETH P. MOORE,

Deceased.

Filed May 19, 1956  
Buffer Roberts, Clerk

Order Confirming Sale  
of Real Estate

This matter coming on to be heard this day upon the report of the sale at public  
the Executor of the above entitled estate, to  
(Title of Representative(s))  
VERNER M. HAM of the following described real  
estate located (unless otherwise stated) in the County of Yuma, State of Colorado:

An undivided one-third interest in and to the  
South Half of Section 14; and 5 1/2 acres, more  
or less, described as commencing at the North-  
west corner of the Northwest Quarter of Sec-  
tion 23, Township 5 North, Range 47 West of  
the 6th P.M.; thence South 7 rods, thence  
East to the East line of said Quarter Section,  
thence North 3 1/2 rods to the north line of said  
Quarter Section, thence West to the point of  
beginning; all in Township 5 North, Range 47  
West of the 6th P.M., Yuma County, Colorado,  
reserving in the grantor herein an undivided



4412  
Stamp

BOOK 420 PAGE 399

Filed for record the 23rd day of August, A. D. 1963, at 2:15 P.M.

No. 363115

John Adcock

RECORDED

Winston Lee Ham and Mary Ann Ham, Husband and Wife,

whose address is Haxton

County of Phillips and State of Colorado for the consideration of Ten Dollars and other valuable considerations DOLLARS, in hand paid, hereby sell(s) and convey(s) to Melvin I. Kechley

whose address is Chappel

County of Deuel and State of Nebraska, the following real property in the County of Young and State of Colorado, to-wit:

NW 1/4 of Section 14 and NE 1/4 of Sec. 23, both in Twp. 5 North, Range 47 West of the 6th P. M., except an undivided one-half of all oil, gas and other minerals with right of access thereto as reserved by former owners and excepting and reserving unto grantors herein, as joint tenants, an undivided one-fourth of all oil, gas and other minerals with right of access thereto,



with all its appurtenances and warrant(s) the title to the same, subject to: oil and gas lease of record, if any, and general taxes assessed for years subsequent to 1957.

Signed this 5th day of August, 1963

Winston Lee Ham  
Mary Ann Ham

STATE OF COLORADO,  
County of Phillips } ss.

The foregoing instrument was acknowledged before me this

5th day of August, 1963,

by Winston Lee Ham and Mary Ann Ham.



Witness my hand and official seal.  
My commission expires Mar. 28, 1967.

Carl J. Chismie  
Notary Public

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



Filed for record the 23rd day of August, A. D. 1963, at 2:15 o'clock P.M.  
No. 363116

John Adcock

RECORDED

Verner M. Ham

whose address is Haxtun

County of Phillips and State of Colorado for the consideration of Ten Dollars and other valuable considerations DOLLARS, in hand paid, hereby sell(s) and convey(s) to Melvin L. Kachlay

whose address is Chappell

County of Deuel and State of Nebraska, the following real property in the County of Yuma and State of Colorado, to-wit:

The S $\frac{1}{2}$  of Section 14 (the SE $\frac{1}{4}$  thereof being in Torrens System of Land Registration) and 5 $\frac{1}{2}$  acres, more or less, in the NW $\frac{1}{4}$  of Section 23 described as commencing at the NW corner of said NW $\frac{1}{4}$ , thence south 7 rods, thence east to the east line of said quarter section, thence north 3 $\frac{1}{2}$  rods to the north line of said quarter section, thence west to the point of beginning, all being in Twp. 5 North, Range 47 West of the 6th P. M.,



except an undivided one-half of all oil, gas and other minerals with right of access thereto as reserved by former owner and excepting and reserving unto grantor herein an undivided one-fourth of all oil, gas and other minerals with right of access thereto,

with all its appurtenances and warrant(s) the title to the same, subject to: oil and gas leases of record, if any, and general taxes assessed subsequent to year 1957.

Signed this 5th day of August, 1963

Verner M. Ham

STATE OF COLORADO,  
County of Phillips } ss.

The foregoing instrument was acknowledged before me this

5th day of August, 1963

by Verner M. Ham.

Verner M. Ham

Witness my hand and official seal.  
My commission expires Mar. 28, 1967

Carl J. Alsmier

Notary Public

If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



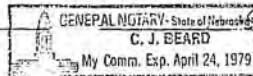


STATE OF Nebraska } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF Garden

Before me, the undersigned, a Notary Public, within and for said county and state, on this 28th  
day of Febr., 19 79, personally appeared Melvin L. Kechley  
and Bonnie L. Kechley, husband & wife

to me personally known to be the identical persons 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.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires April 24, 1979



Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

INDEXED

No. 218

**OIL AND GAS LEASE**

FROM  
MELVIN L. KECHLEY, ETUX  
BONNIE L. KECHLEY  
TO  
H. G. WESTERMAN

Date \_\_\_\_\_, 19 \_\_\_\_\_  
Section \_\_\_\_\_ Twp \_\_\_\_\_ Rge \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_ County \_\_\_\_\_

STATE OF COLORADO  
County of YUMA

This instrument was filed for record on the  
23 day of March, 19 79  
at 8:30 o'clock A. M., and duly recorded  
in Book 538 Page 217 of  
the records of this office.  
By Marge Eyster Register of Deeds.  
When recorded, return to  
John Flaming  
4:00 p.m.

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.



527828



00527828 Wed Jun 21 11:26:26 MDT 2006  
Yuma County Recorder, Beverly A Wenger Page 1 of 1  
WD R5.00 S1.00 D40.00

WARRANTY DEED

LINDA KURTZER, a single person, Grantor, whose address is 9052 CR 19, Sterling, County of Logan, State of Colorado, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to OTTO E. LUEKING, whose legal address is 14755 CR 56, Yuma, CO 80759, all of Grantor's interest in and to the following real property in the County of Yuma, and State of Colorado, to wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6<sup>th</sup> P.M., YUMA COUNTY, COLORADO

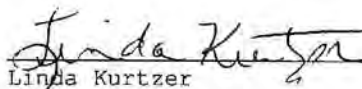
Section 14: S1/2

Section 23: N1/2 and SW1/4

Seller reserves unto herself, her heirs, successors and assigns, an undivided 50% interest in and to all of the remaining oil, gas, and minerals, of every kind and nature Seller may own for a period of 15 years from the date of the recording of this Deed to Purchaser, and so long thereafter as oil, gas or other minerals are being produced in paying quantities from the property;

with all its appurtenances, and warrants the title to the same, subject to taxes for the year 2006, due and payable in 2007, and thereafter; rights and liabilities that go with inclusion of the premises within special taxing districts; rights of way and easements in existence or as shown of record; zoning, subdivision regulations or other similar limitations pertaining to the premises or the use thereof; oil, gas and other mineral conveyances, reservations, leases and assignments of record, if any; and reservations, restrictions or limitations, if any, contained in the U.S. Patent.

Signed this 20<sup>th</sup> day of June, 2006.

  
Linda Kurtzer

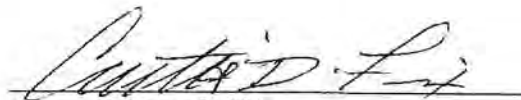
STATE OF COLORADO )  
County of Yuma ) ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2006, by Linda Kurtzer.

My commission expires: 1-11-08

Witness my hand and official seal.



  
Notary Public

BOOK 30 PAGE 104

PATENT

Page 163

©  
United States To

~~Charles E. Coleman~~

~~Description Lots 3<sup>4</sup> and 4<sup>4</sup> and 5-5 N-47<sup>th</sup> 160.58 A~~

Filed May 18-1907 Date May 28-1891

PATENT

Page 164

1  
United States To

Jasper Low

Description NW 23-5 N-47<sup>th</sup> 160 a

Filed May 21-1907 Date June 4-1891

United States To Lauren

Description AM 18-

Filed May 24-190

United States To Jacob

Description DM 3

Filed May 25-190





No. 2-32

PRE-EMPTION AND CASH ENTRY PATENT.—The Great West Printing and Stationery Co., Colorado Springs, Colo.

# THE UNITED STATES OF AMERICA.

Certificate No. 2572

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas,

John H. Staley of Logan County, Colorado, ha 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

according to the provisions of the Act of Congress of the 4th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for

The Northeast quarter of section twenty three in Township four North of Range forty seven West of the sixth Principal meridian in Colorado containing one hundred and eighty 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 ha 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, have given and granted, and by these presents do give and grant unto the said

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

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

IN TESTIMONY WHEREOF, I, 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 December, in the year of our Lord one thousand eight hundred and ninety, and of the Independence of the United States the one hundred and fiftieth.

BY THE PRESIDENT: Benjamin Harrison  
By Ellis Macfarland Asst. Secretary.  
W. B. Townsend Recorder of the General Land Office.



Recorded, Colorado Vol. 24 Page 233

Filed for Record the 17<sup>th</sup> day of July, A. D. 1907, at 9 o'clock A. M.

By W. B. Townsend Deputy.



THE UNITED STATES OF AMERICA.

Certificate No. 13467

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Frederick W. Schaner of Yuma 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

*Frederick W. Schaner*

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 South East quarter of Section Twenty-three, in Township  
Four North of Range Forty seven 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 The Denver & N. P. Railroad

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 Fredrick W Schauer

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

*Frederick W. Schauer*

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

IN TESTIMONY WHEREOF, I, 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 Thirtieth \_\_\_\_\_

day of June, in the year of our Lord one thousand <sup>eight</sup> hundred

and Forty-one, and of the Independence of the United States

the one hundred and fifteenth

BY THE PRESIDENT: Benjamin Harrison

By Osman MacFarland (Asst) Secretary.

Recorder of the General Land Office.

Recorded, Colorado Vol. 43 Page 125

Filed for Record the 23<sup>rd</sup> day of Dec. A. D. 1904, at 2<sup>30</sup> o'clock P. M.

By \_\_\_\_\_ Deputy.



13  
Encl.  
M. J. N.

Bureau, Lullus office  
Washington D.C. June 8-1907

Spradberry Street, Springtown "sheds my name and sends it" Deal office to be applied to  
at city of Jackson Tex. next day send year above written. Hartford. Records of all Bureau Land affairs

BOOK 18 PAGE 193

Page 193.

PATENT Vol. 24 A. Page 188.

United States To

Benjamin Harrison, Pres.

United States To

Ben

J. H. Townsend, Rec. Seal.

J.

to 32 1/4 Sec. 23, Twp. 3 N. R. 47 W. 160 acres.

Description

Description

Frederick W. Schauer

Man

Date June 30, 1891.

Apr

Filed

April 23, 1920

Page 194.

PATENT Vol. 23 A. Page 251.

United States To

Benjamin Harrison, Pres.

United States To

Ben

I. E. Corwell, Rec. and interim. Seal.

J.

to

37 1/4 Sec. 23, Twp. 2 S. R. 44 W. 160 acres.

Description

Description

George C. Piner

Ch

July 28, 1891.

Ap

April 23, 1920

Date

Filed

Filed



Filed for record this MAR 31 1955 day of March, A. D. 1955, at 8:00 o'clock A.M.  
Reception No. 326811 BOOK 350 PAGE 348  
John Adcock RECORDER.

**Know all Men by these Presents,** That I, \_\_\_\_\_

MARGUERITE HILBERT

of the County of Tama and State of Iowa, for the consideration  
of Other Good and Valuable Considerations and One and no/100- - - - - Dollars,  
in hand paid, hereby sell and quit-claim to JOHN HILBERT

of the County of Tama and the State of Iowa, the following  
real property, situate in the County of Tama and State of Colorado, to-wit:

An undivided one-fourth ( $\frac{1}{4}$ ) interest in and to all coal, oil, gas  
and all other mineral rights only in and to the following described  
property: The Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20),  
Township Five (5) North, Range Forty-eight (48) West of the 6th P.M.,  
and the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty-three (23), Township  
Five (5) North, Range Forty-seven (47) West of the 6th P.M.

(Consideration less than \$100.00.  
No revenue stamps required.)

Signed and delivered this 25 day of March, A. D. 1955.

In the Presence of

JR Branson } Marguerite Hilbert

STATE OF ~~COLORADO~~, IOWA }

County of TAMA }

The foregoing instrument was acknowledged before me this 25 day  
of March, 1955, by Marguerite Hilbert.

Witness my hand and official seal.

My commission expires July 4 1957

JR Branson  
Notary Public.

506-A-P

QUIT-CLAIM DEED—Statutory Form—Out West Printing and Stationery Co., Colorado Springs, Colo.

Filed for record this MAR 31 1955 day of March A. D. 1955 at 8 o'clock A.M.  
 Reception No. 326812 John Adcock  
 RECORDER.

**Know all Men by these Presents,** That I,

MARGUERITE HILBERT

of the County of Tama and State of IOWA, for the consideration  
 of Other Good and Valuable Considerations and One and no/100.....Dollars,  
 in hand paid, hereby sell and quit-claim to HELEN RICHARDS

of the County of Sedgwick and the State of Colorado, the following  
 real property, situate in the County of Yuma and State of Colorado, to-wit:

An undivided one-fourth ( $\frac{1}{4}$ ) interest in and to all coal, oil, gas  
 and all other mineral rights only in and to the following described  
 property: The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty (20), Township  
 Five (5) North, Range Forty-eight (48) West of the 6th P.M., and the  
 Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-three (23), Township Five  
 (5) North, Range Forty-seven (47) West of the 6th P.M.

(Actual consideration less than \$100.00.  
 No revenue stamps required.)

THIS INSTRUMENT IS NOT RECORDED

Signed and delivered this 25 day of March, A. D. 19 55.

In the Presence of

J.P. Branson } Marguerite Hilbert

STATE OF ~~KANSAS~~ IOWA  
 County of TAMA

The foregoing instrument was acknowledged before me this 25 day  
 of March, 1955, by Marguerite Hilbert.

Witness my hand and official seal.  
 My commission expires July 4, 1957

\* If acting in representative or official capacity, insert name and capacity.

J.P. Branson  
 Notary Public.

548-A-P

QUIT-CLAIM DEED—Statutory Form—Out West Printing and Stationery Co., Colorado Springs, Colo.



Filed for record the MAR 31 1955 day of March A. D. 1955 at 8:00 o'clock A.  
 Reception No. 326813 John Adcock RECORDER.

Know all Men by these Presents, That I, \_\_\_\_\_

MARGUERITE HILBERT

of the County of Tama and State of Iowa, for the consideration  
 of Other Good and Valuable Considerations and One and no/100- - - - - Dollars,

in hand paid, hereby sell and quit-claim to ORVAL HILBERT HELM

of the County of Boulder and the State of Colorado, the following  
 real property, situate in the County of Yuma and State of Colorado, to-wit:

An undivided one-fourth ( $\frac{1}{4}$ ) interest in and to all coal, oil, gas  
 and all other mineral rights only in and to the following described  
 property: The Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20),  
 Township Five (5) North, Range Forty-eight (48) West of the 6th  
 P.M., and the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty-three (23),  
 Township Five (5) North, Range Forty-seven (47) West of the 6th P.M.

(Actual consideration less than \$100.00.  
 No revenue stamps required.)

~~Not a document~~

Signed and delivered this 25 day of March, A. D. 1955.

In the Presence of

J.P. Brannon

Marguerite Hilbert

STATE OF ~~COLORADO~~ IOWA }

County of TAMA

The foregoing instrument was acknowledged before me this 25 day  
 of March, 1955, by Marguerite Hilbert

Witness my hand and official seal  
 My commission expires July 4, 1957



J.P. Brannon  
 Notary Public.



Recorded at 8<sup>40</sup> o'clock A.M. MAY 28 1962  
 Reception No. 3580-57 John Adcock Recorder, Book 411 Page 322

THIS DEED, Made this 22nd day of May in the year of our Lord one thousand nine hundred and sixty-two

Orval I. Helm (aka Orval Hilbert Helm)  
 of the County of Boulder

and State of Colorado, of the first part, and  
 Helen Richards  
 of the County of Sedgewick

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 \_\_\_\_\_ DOLLARS, Good and sufficient consideration and Ten \_\_\_\_\_  
 to the said part Y of the first part in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, ha<sup>3</sup> remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said part Y of the second part, her heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part ha<sup>3</sup> in and to the following described mineral rights and interests situate, lying and being in the County of Logan and State of Colorado, to-wit: an undivided one-twelfth (1/12) interest in and to all coal, oil, gas, and all other minerals only in and to the following described property:

The Northwest Quarter (NW<sup>1</sup>) of section eleven (11), Township Seven (7) North, Range Fifty (50) West of the 6th P.M. and

The Northeast Quarter (NE<sup>1</sup>) of section ten (10), Township Seven (7) North, Range Fifty (50) West of the 6th P.M.

Together with the following described mineral rights and interests situate, lying and being in the County of Yuma, State of Colorado, to wit: an undivided one-twelfth (1/12) interest in and to all coal, oil, gas, and all other minerals only in and to the following described property:

The Southeast Quarter (SE<sup>1</sup>) of section twenty-three (23), Township Five (5) North, Range Forty-seven (47) West of the 6th P.M.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of

*Orval I. Helm* [SEAL]  
 \_\_\_\_\_ [SEAL]  
 \_\_\_\_\_ [SEAL]  
 \_\_\_\_\_ [SEAL]

STATE OF COLORADO,  
 County of Boulder } ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May A.D. 1962, by Orval I. Helm (aka Orval Hilbert Helm)  
 My commission expires Oct. 10, 1965. Witness my hand and official seal.

*Betty L. Severin*  
 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, Session 1927.  
 No. 933, QUIT CLAIM DEED. —Bradford-Robinson Printing Company, 1824-45 Stout Street, Denver, Colorado



Recorded at 8:00 o'clock A. M. June 29, 1962

BOOK 412 PAGE 239

Reception No. 358976 John Adcock Recorder.

THIS DEED, Made this 22nd day of May in the year of our Lord one thousand nine hundred and sixty-two

between Orval I. Helm (aka Orval Hilbert Helm) of the County of Boulder

and State of Colorado, of the first part, and John Hilbert of the County of Yuma and State of Iowa

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 Good and sufficient consideration and Ten DOLLARS, to the said part y of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said part y of the second part, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said part y of the first part has in and to the following described mineral rights and interests situate, lying and being in the County of Logan and State of Colorado, to-wit: an undivided one-twelfth (1/12) interest in and to all coal, oil, gas, and all other minerals only in and to the following described property:

The Northwest Quarter (NW1/4) of section eleven (11), Township Seven (7) North, Range Fifty (50) West of the 6th P.M. and

The Northeast Quarter (NE1/4) of section ten (10), Township Seven (7) North, Range Fifty (50) West of the 6th P.M.

Together with the following described mineral rights and interests situate, lying and being in the County of Yuma, State of Colorado, to wit: an undivided one-twelfth (1/12) interest in and to all coal, oil, gas, and all other minerals only in and to the following described property:

The Southeast Quarter (SE1/4) of section twenty-three (23), Township Five (5) North, Range Forty-Seven (47) West of the 6th P.M.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part y of the second part, his heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of

Orval I. Helm [SEAL]  
[SEAL]  
[SEAL]  
[SEAL]

STATE OF COLORADO, } ss.  
County of Boulder

The foregoing instrument was acknowledged before me this 25th day of May A. D. 1962, by Orval I. Helm (aka Orval Hilbert Helm)  
My commission expires Oct. 10, 1965. Witness my hand and official seal.

Betty L. Swann  
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, Session 1957.

No. 933. QUIT CLAIM DEED.—Bradford-Robinson Printing Company, 1824-46 Stout Street, Denver, Colorado



Book 499, 156  
Rec. #396400

Oct. 16, 1975  
9:00 AM

Book 499 Page 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A.D. 1885, it is provided that; 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone



BOOK 530 Page 464

BOOK 530 PAGE 464

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

**OIL AND GAS LEASE**

THIS AGREEMENT, Entered into this the 20th day of July 19 78

between ORVAL I. HELM, a married woman dealing in her sole and separate property  
of 1819 Mariposa, Boulder, Colorado 80302

and Donald S. Walker 520 Empire Bldg. Denver, Colorado 80202 hereinafter called lessor,  
hereinafter called lessee, does witness

1. That lessor, for and in consideration of the sum of 10.00 + Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land and with the right to utilize this lease or any part thereof with other oil and gas leases as in all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining and operating for, producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective natural and artificial products, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines, and other structures thereon necessary or convenient for the economical operation of said land alone or jointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Yuma

State of Colorado and described as follows:

Township 5 North, Range 47 West

Section 23: SE 1/4

Recorded Aug 11, 1978 at 8:30 O'Clock A

Reception 408609 Gary L. Stone, Recorder

and containing 160 acres more or less

2. It is agreed that this lease shall remain in full force for a term of ten (10) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land or from lands with which said land is consolidated or the premises are being developed or operated.

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

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

5. Where gas from a well or wells, capable of producing gas only is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph 6 hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

6. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 20th day of July 1979, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

First National Bank at Boulder, Colorado 80302 or its successors, which bank and its successors for the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder. The sum of One Hundred Sixty & No/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft or lessor or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time cancel and deliver to lessor or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and it is further agreed that the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

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

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

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

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

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

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

14. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

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

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

Witness

Orval I. Helm

STATE OF Colorado )  
COUNTY OF Boulder ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this twentieth day of July, 19 78, personally appeared Orval I. Helm, a married woman dealing in her sole and separate property.

and \_\_\_\_\_ to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires September 13, 1981 Maria Cardella  
Notary Public.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_  
Notary Public.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss. ACKNOWLEDGMENT (For use by Corporation)

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

(SEAL) \_\_\_\_\_  
Notary Public.

My Commission expires \_\_\_\_\_

INDEXED

No. 408609

FROM  
ORVAL I. HELM

TO

DONALD S. WALKER

Dated \_\_\_\_\_ 19\_\_\_\_

No. Acres \_\_\_\_\_

County \_\_\_\_\_

Town \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_

day of August, 19 78, at

8:30 o'clock A. M. and duly recorded in

Volume 530 Page 464

of the records of this office.

Ray E. Stone County Clerk.

By Margie Eycostone Deputy.

When recorded return to

4.00 pd.



512494



527828



00527828 Wed Jun 21 11:26:26 MDT 2006  
Yuma County Recorder, Beverly A Wenger Page 1 of 1  
WD R5 00 S1 00 D40.00

WARRANTY DEED

LINDA KURTZER, a single person, Grantor, whose address is 9052 CR 19, Sterling, County of Logan, State of Colorado, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to OTTO E. LUEKING, whose legal address is 14755 CR 56, Yuma, CO 80759, all of Grantor's interest in and to the following real property in the County of Yuma, and State of Colorado, to wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6<sup>th</sup> P.M., YUMA COUNTY,  
COLORADO

Section 14: S1/2

Section 23: N1/2 and SW1/4

Seller reserves unto herself, her heirs, successors and assigns, an undivided 50% interest in and to all of the remaining oil, gas, and minerals, of every kind and nature Seller may own for a period of 15 years from the date of the recording of this Deed to Purchaser, and so long thereafter as oil, gas or other minerals are being produced in paying quantities from the property;

with all its appurtenances, and warrants the title to the same, subject to taxes for the year 2006, due and payable in 2007, and thereafter; rights and liabilities that go with inclusion of the premises within special taxing districts; rights of way and easements in existence or as shown of record; zoning, subdivision regulations or other similar limitations pertaining to the premises or the use thereof; oil, gas and other mineral conveyances, reservations, leases and assignments of record, if any; and reservations, restrictions or limitations, if any, contained in the U.S. Patent.

Signed this 20<sup>th</sup> day of June, 2006.

Linda Kurtzer  
Linda Kurtzer

STATE OF COLORADO )  
County of Yuma ) ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2006, by Linda Kurtzer.

My commission expires: 1-1-08

Witness my hand and official seal.



Christina D. Lee  
Notary Public



BOOK 364 Page 198

Filed for record the JUL 11 1956 A. D. 19 at 9:30 o'clock A.M.

No. 333149

John Adcock

RECORDER

BOOK 364 PAGE 198

This Indenture, Made this 31st day of May, in the year

of Our Lord One Thousand Nine Hundred and Fifty-Six, between

ROSCOE H. VOLLAND as Executor

of the Estate of Rae Moore Shortess

deceased, part y of the first part, and VERNER M. HAM

of the County of Yuma, and State of Colorado, party of the second part, Witnesseth that

Whereas, in the County Court of the County of Yuma, in the State of Colorado, on the 24th day of April, A. D. 1956, in the matter of the estate of Rae Moore Shortess, deceased, an order authorizing and directing sale of the Real Estate hereinafter described was made and entered of record.

And Whereas, The said part y of the first part did, on the 1st day of May, A. D. 1956, sell at public sale, for the total sum of 7,595.00 DOLLARS, to the party of the second part, the hereinafter described real estate pursuant to and in full compliance with said order of the Court.

And Whereas, On the 5th day of May, A. D. 1956, the said part y of the first part, as Executor of said estate as aforesaid, submitted to the said Court a report of such sale so made as aforesaid;

And Thereafter, an order confirming the said sale of Real Estate was made and entered of record in the matter of said estate, which order is as follows, to-wit:

IN THE COUNTY COURT

in and for the County of Yuma and State of Colorado

No. 8302

IN THE MATTER OF THE ESTATE OF

RAE MOORE SHORTESS,

Deceased

Filed May 19, 1956  
Buffer Roberts, Clerk

Order Confirming Sale  
of Real Estate

This matter coming on to be heard this day upon the report of the sale at public sale by ROSCOE H. VOLLAND,

the Executor of the above entitled estate, to

VERNER M. HAM of the following described real

estate located (unless otherwise stated) in the County of Yuma, State of Colorado:

An undivided one-third interest in and to the South Half of Section 14; and 5 1/2 acres, more or less, described as commencing at the Northwest corner of the Northwest Quarter of Section 23, Township 5 North, Range 47 West of the 6th P. M.; thence South 7 rods, thence East to the East line of said Quarter Section, thence North 3 1/2 rods to the north line of said Quarter Section, thence West to the point of beginning; all in Township 5 North, Range 47 West of the 6th P. M., Yuma County, Colorado, reserving in the grantor herein an undivided one-sixth interest in and to all the oil, gas and all other minerals in and under said lands.





Recorded at 2:30 o'clock A. M., JUL 11 1956 BOOK 364 PAGE 201  
 Reception No. 333150 John Adams Recorder.

THIS DEED, Made this 31<sup>st</sup> day of May  
 in the year of our Lord one thousand nine hundred and fifty-six  
 between Marguerite Moore Volland

Iowa of the  
 County of Johnson and State of Colorado of the first part, and  
 Verner M. Ham  
 of the County of Yuma and  
 State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations ~~XXXXXX~~  
 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, he S 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 lots or parcels of land, situate, lying and being in the County of Yuma and State of Colorado, to-wit:

An undivided one-third interest in and to the S-1/2 of Section 14 and 5 1/2 acres, more or less, described as commencing at the NW corner of the NW-1/4 of Section 23, thence South 7 rods, thence East to the East line of said Quarter Section, thence North 3 1/2 rods to the North line of said Quarter Section, thence West to point of beginning; all in Twp. 5 North, Rge. 47 West of the 6th P.M.; Reserving however, unto the grantor herein, an undivided one-sixth interest in and to all the oil, gas and all other minerals in and under said lands.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for herself her heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever. Except 1956 and all subsequent years' taxes,

rights of way for roads and present tenancies.

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 her hand and seal the day and year first above written.

Witness M.M.V. Marguerite Moore Volland (SEAL)

STATE OF COLORADO IOWA  
 County of Johnson  
 The foregoing instrument was acknowledged before me this 31 day of May  
 A.D. 1956 by Marguerite Moore Volland.  
 My commission expires XXXX July 4 1957  
 Witness my hand and official seal.  
 Notary Public.



JUL 11 1956

Filed for record the day of A. D. 19 9:30 o'clock A.M.

No. 333751

John Adcock

RECORDED

This Indenture, Made this 31st day of May, in the year 1956

of Our Lord One Thousand Nine Hundred and Fifty-Six, between

ROSCOE H. VOLLAND

as Executor

of the Estate of K. P. Moore, also known as Kenneth P. Moore

deceased

part y

of the first part, and

VERNER M. HAM

of the County of Yuma, and State of Colorado, part y of the second part, Witnesseth that

Whereas, in the County Court of the County of Yuma, in the State of Colorado, on the 24th day of April, A. D. 1956, in the matter of the estate of K. P. Moore, also known as Kenneth P. Moore, deceased, an order authorizing and directing sale of the Real Estate hereinafter described was made and entered of record.

And Whereas, The said party of the first part did, on the 1st day of May, A. D. 1956, sell at public sale, for the total sum of 7,595.00 DOLLARS, to the part y of the second part, the hereinafter described real estate pursuant to and in full compliance with said order of the Court.

And Whereas, On the 5th day of May, A. D. 1956, the said party of the first part, as Executor of said estate as aforesaid, submitted to the said Court a report of such sale so made as aforesaid;

And Thereafter, an order confirming the said sale of Real Estate was made and entered of record in the matter of said estate, which order is as follows, to-wit:

IN THE COUNTY COURT

in and for the County of Yuma and State of Colorado

No. 8262

IN THE MATTER OF THE ESTATE OF

K. P. MOORE, also known as KENNETH P. MOORE,

Deceased.

Filed May 19, 1956  
Buffer Roberts, Clerk

Order Confirming Sale  
of Real Estate

This matter coming on to be heard this day upon the report of the sale at public sale by ROSCOE H. VOLLAND, the Executor of the above entitled estate, to VERNER M. HAM of the following described real estate located (unless otherwise stated) in the County of Yuma, State of Colorado:



An undivided one-third interest in and to the South Half of Section 14; and 5½ acres, more or less, described as commencing at the Northwest corner of the Northwest Quarter of Section 23, Township 5 North, Range 47 West of the 6th P.M.; thence South 7 rods, thence East to the East line of said Quarter Section, thence North 3½ rods to the north line of said Quarter Section, thence West to the point of beginning; all in Township 5 North, Range 47 West of the 6th P.M., Yuma County, Colorado, reserving in the grantor herein an undivided









Filed for record the 23rd day of August, A. D. 1963, at 2:15 o'clock P. M.  
No. 363115

John Adcock RECORDER

Winston Lee Ham and Mary Ann Ham, Husband and Wife,

whose address is Maxton

County of Phillips and State of Colorado for the consideration of Ten Dollars and other valuable considerations DOLLARS, in hand paid, hereby sell(s) and convey(s) to Melvin I. Kechley

whose address is Chappell

County of Deuel and State of Nebraska, the following real property in the County of Yuma and State of Colorado, to-wit:

NW 1/4 of Section 14 and NE 1/4 of Sec. 23, both in Twp. 5 North, Range 47 West of the 6th P. M., except an undivided one-half of all oil, gas and other minerals with right of access thereto as reserved by former owners and excepting and reserving unto grantors herein, as joint tenants, an undivided one-fourth of all oil, gas and other minerals with right of access thereto,



with all its appurtenances and warrant(s) the title to the same, subject to: oil and gas lease of record, if any, and general taxes assessed for years subsequent to 1957.

Signed this 5th day of August, 1963

*Winston Lee Ham*  
*Mary Ann Ham*

STATE OF COLORADO,  
County of Phillips } as:

The foregoing instrument was acknowledged before me this

5th day of August, 1963,

by Winston Lee Ham and Mary Ann Ham.



Witness my hand and official seal.  
My commission expires Mar. 26, 1967.

*Carl J. Chismier*  
Notary Public

\*If acting in official or representative capacity, insert name and class office or capacity and for whom acting.



Filed for record the 23rd day of August, A. D. 1963, at 2:15 o'clock P. M.

No. 363116 John Adcock

RECORDED

Verner M. Ham

whose address is Haxtun

County of Phillips and State of Colorado for the consideration of Ten Dollars and other valuable considerations DOLLARS, in hand paid, hereby sell(s) and convey(s) to Melvin L. Kachley

whose address is Chappell

County of Darel and State of Nebraska, the following real property in the County of Yuma and State of Colorado, to-wit:

The  $3\frac{1}{2}$  of Section 14 (the SE $\frac{1}{4}$  thereof being in Torrens System of Land Registration) and  $5\frac{1}{2}$  acres, more or less, in the NW $\frac{1}{4}$  of Section 23 described as commencing at the NW corner of said NW $\frac{1}{4}$ , thence south 7 rods, thence east to the east line of said quarter section, thence north  $3\frac{1}{2}$  rods to the north line of said quarter section, thence west to the point of beginning, all being in Twp. 5 North, Range 47 West of the 6th P. M.,



except an undivided one-half of all oil, gas and other minerals with right of access thereto as reserved by former owner and excepting and reserving unto grantor herein an undivided one-fourth of all oil, gas and other minerals with right of access thereto,

with all its appurtenances and warrant(s) the title to the same, subject to: oil and gas leases of record, if any, and general taxes assessed subsequent to year 1957.

Signed this 5th day of August, 1963

Verner M. Ham

STATE OF COLORADO,

County of Phillips

ss.

The foregoing instrument was acknowledged before me this

5th day of August, 1963

by Verner M. Ham.

Verner M. Ham

Witness my hand and official seal.  
My commission expires Mar. 28, 1967

Carl J. Alsmeyer

Notary Public

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



Filed for record this 23rd day of August, A. D. 1963, at 2:15 o'clock P.M.

No. 363117

John Adcock

RECORDED

Verner M. Ham and Faye A. Ham, Husband and Wife,

whose address is Hexton,

County of Phillips and State of Colorado for the consideration of Ten Dollars and other valuable considerations DOLLARS in hand paid, hereby sell(s) and convey(s) to Melvin L. Keshley

whose address is Cheppell

County of Deuel and State of Nebraska, the following real property in the County of Yuma and State of Colorado, to-wit:

The West one-half of Section 23, Twp. 5 N., R. 47 West of the 6th P. M., except a 5 1/2 acre tract in the NW 1/4 of said Section 23 described as follows: Commencing at the NW corner of said NW 1/4 of said West one-half section, thence south 7 rods, thence east to the east line of said NW 1/4, thence north 3 1/2 rods to the north line of said NW 1/4, thence west to the point of beginning,



Also, except an undivided one-half of all oil, gas and other minerals as reserved by former owner with right of access thereto, and excepting and reserving unto grantors herein, as tenants in common, an undivided one-fourth of all oil, gas and other minerals with right of access thereto,



with all its appurtenances and warrant(s) the title to the same, subject to: Oil and gas lease of record, if any, and mineral taxes assessed subsequent to Year 1927.

Signed this 5th day of AUGUST, 1963.

Verner M. Ham  
Faye A. Ham

STATE OF COLORADO,  
County of Phillips

The foregoing instrument was acknowledged before me this 5th day of AUGUST, 1963,

by Verner M. Ham and Faye A. Ham.

Witness my hand and official seal, My commission expires SEP. 23, 1967

Carl J. Abmeier  
Notary Public

Not acting in official or representative capacity, insert name and title and for whom acting.



OIL AND GAS LEASE

BOOK 538 PAGE 217

THIS AGREEMENT, Entered into this the 22nd day of February, 1979  
between Melvin L. Kechley and Bonnie L. Kechley, husband and wife  
Chappell, Nebraska 69129

and H. G. Westerman 1900 LTV Tower Dallas, Texas 75201 hereinafter called lessor,  
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten & 00/100 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and their respective constituent vapors, and all other gases and for constructing roads, laying pipelines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the County of Yuma  
Colorado  
State of Colorado, and described as follows:

TOWNSHIP 5 NORTH, RANGE 47 WEST, 6th P. M.

Section 14; S/2

Section 23; N/2, SW/4

Recorded March 23, 1979 at 9:30 O'Clock A. M.

Reception 411347 Marie Erdstone, Recorder

containing 800.0 acres, more or less.

2. This lease shall remain in force for a term of five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessor's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas, condensate, distillate or other gaseous substance is found, and where such gas is not sold or used by the lessee, then as royalty 1/8 of the proceeds of the sale thereof from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof and while said in lieu royalty is not paid or tendered it will be considered under all provisions of this lease that gas is being produced in paying quantities; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 22nd day of February, 1979, this lease shall terminate as to both parties, unless the lessor shall on or before said date by check or draft pay or tender to the lessor or for the lessor's credit in the First National Bank of Lewellen at Lewellen, Nebraska 69147 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight hundred and 00/100 Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein than the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their assigns, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

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

9. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owners of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

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

11. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall then in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing some of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals here provided during such extended time.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be of tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 660 acres each in the event of a gas and/or condensate or distillate well. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were in the same lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

Melvin L. Kechley  
Melvin L. Kechley SS#

Bonnie L. Kechley  
Bonnie L. Kechley SS#

STATE OF Nebraska  
COUNTY OF Garden

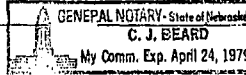
BOOK 538 PAGE 210

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 28th  
day of Febr., 1979, personally appeared Melvin L. Kechley  
and Bonnie L. Kechley, husband & wife

to me personally known to be the identical persons 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.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires April 24, 1979



Notary Public.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. ACKNOWLEDGMENT FOR CORPORATION

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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 seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.

INDEXED

No. 444223

## OIL AND GAS LEASE

FROM

MELVIN L. KECHLEY, ETUX

BONNIE L. KECHLEY

TO

H. G. WESTERMAN

Date \_\_\_\_\_ 19\_\_\_\_

Section \_\_\_\_\_ Twp \_\_\_\_\_ Rge \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF COLORADO

County of YUMA

This instrument was filed for record on the

23 day of March, 1979

at 8:30 o'clock A. M., and duly recorded

in Book 538 Page 217 of

the records of this office.

Margie E. Westerman  
Register of Deeds.

By \_\_\_\_\_

When recorded, return to \_\_\_\_\_

John F. Hughes

4,000.00

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public.



## THE UNITED STATES OF AMERICA.

STERLING 013066 and 07782

Parcel  
#10

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposit  
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  
... has been established and duly consummated, in con-  
formity to law, for the

... northeast quarter of Section twenty seven and the  
southeast quarter of Section twenty two first Township five  
north of Range forty seven west of the sixth Principal  
Meridian, Col. 34th ... three hundred twenty seven

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, manu-  
facturing, 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 twentieth day of May, in the year  
of our Lord one thousand nine hundred and thirteen and of the Independence of the United States the one hundred  
and thirty seventh.

BY THE PRESIDENT: Woodrow WilsonBy W. P. Rice SECRETARY.

Recorder of the General Land Office.

Recorded: Patent No. 855176

Filed for Record the 13 day of June, A. D. 1913, at 11:00 o'clock A. M.

By W. P. Rice RECORDER.By Edward A. Wallcut DEPUTY.

Levin, Non-Partic. Special Extension Area 9-15-67

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, Fredrick A. Korf and Doris Korf, his Wife of the County of Yuma and the State of Colorado for and in consideration of the sum of One Dollar (\$1.00) receipt of which consideration is hereby acknowledged, do hereby grant, convey and confirm unto Kansas-Nebraska Natural Gas Company, Inc., a Kansas corporation, its successors and assigns (hereinafter collectively called Grantee) the right-of-way and easement to construct, install, maintain, renew, replace and operate pipelines below ground, and appurtenances thereto, for the transportation of gas, in, on, over and through the following described lands situated in the County of Yuma and the State of Colorado, to wit:

The South Half of the Southeast Quarter of Section 22, Township 5 North, Range 17 West  
TO HAVE AND TO HOLD said right-of-way and easement unto said Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipelines and appurtenances thereto, shall be maintained; together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property of Grantee located thereon, or the removal thereof, in whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, subject only to the right of Grantee to use the same for the purposes herein expressed.

Grantee agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines. In this connection it is understood that Grantee is purchasing this grant and building said pipeline for the purpose of providing natural gas for use as fuel in engines operating irrigation pumps on lands in the vicinity of Grantor's land herein described. The owners of the land to receive said service have all signed Gas Sales Agreements to pay Grantee a minimum annual charge and have waived payment for any damage to their crops or fences arising out of laying, maintaining and operating of said line. It is specifically agreed that Grantor shall have no right to receive natural gas service from any line constructed by Grantee across Grantor's premises herein described until such time as Grantor signs a Gas Sales Agreement and becomes a participant in the irrigation project for which this pipeline was intended. Since any payment to Grantor hereunder for damages to crops and fences would be a part of the cost used in the determination of the minimum annual bills of the landowners who sign Gas Sales Agreements, Grantor hereby agrees, that in order to become a participant in the irrigation project under the same terms and conditions as the original participants he will either (2) waive the payment of said damages when the same become due, or (b) repay the amount of said damages to Grantee to reduce the minimum annual bills of the landowners who have signed or will in the future sign Gas Sales Agreements when he becomes a participant in the irrigation project.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this 20 day of March, 1968.

In Presence of

Richard A. Korf Doris Korf  
Right-of-Way Agent

STATE OF Colorado } ss  
COUNTY OF Yuma }

BEFORE ME REMEMBERED that on this 20 day of March, A.D., 1968, before me, a Notary Public in and for said county and state aforesaid, personally appeared the above named Fredrick A. Korf and Doris Korf who are personally known to me and known to me to be the same persons who executed the foregoing instrument and such person duly acknowledged the execution of the same and acknowledged said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

My Commission expires March 14, 1971

STATE OF COLORADO } ss  
COUNTY OF YUMA }  
Entered on numerical index 378384  
Filed for record in the office of the  
County Clerk (Register of Deeds) on  
the 17th day of June, 1968,  
at 8:30 O'Clock A.M. and recorded in book  
449 of Misc. Real Estate at page 312  
S. R. Allison  
County Clerk - Register of Deeds  
By: Margie E. Spence, Deputy



Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A. D. 1885, it is provided that: 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

116 A

CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of Yuma } ss.  
I, Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A. M.  
Margie Eyestone, Deputy  
COUNTY CLERK AND RECORDER

STATE OF COLORADO  
COUNTY OF YUMA  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 1975  
Page No. 499  
By Margie Eyestone  
Deputy  
Fees \$ 2.00 pd  
RECORDS

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396490



Book 499, 156  
Rec. #396400

Book 499 Page 156

Oct. 16, 1975  
9:00 AM

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A.D. 1885, it is provided that; The Commissioners of the County my 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone



547764  
Page 1 of 2



00547764 12/21/2010 4:14 PM  
Yuma County Recorder, BEVERLY WENGER Page 1 of 2  
WD R 15.00 S 1.00 D 16.50

### WARRANTY DEED

**THIS DEED**, Made this 20<sup>th</sup> day of December, 2010, between **William F. Neville, William L. Neville aka William L. Neville, Jr., Michael J. Becker, Douglas L. Becker, Matthew F. Becker and Phillip A. Neville**, Grantors, and **Otto E. Lueking, Jr.**, whose address is 14755 County Road 56, Yuma, Colorado 80759, Grantee:

**WITNESSETH**, That the Grantors, for and in consideration of the sum of **ten dollars and other good and valuable consideration**, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the Grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Yuma, State of Colorado, described as follows:

**TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6<sup>TH</sup> P.M.**

**SECTION 21: NW¼;**

also known by street and number as: Vacant land

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim and demand whatsoever, of the Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantors reserve an undivided 50% interest in and to all oil, gas or other minerals, which the Grantors own and which are found on or beneath the subject premises, which reservation shall be for a period of 20 years from the recording of the deed and continuing so long as oil, gas or other minerals are being produced in paying quantities from the subject premises.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee, his heirs and assigns forever. And the Grantors, for themselves, their personal representatives, heirs and assigns, do covenant, grant, bargain and agree to and with the Grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and 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, encumbrances and restrictions of whatever kind or nature soever, except

existing streets and highways; established and/or recorded easements; mineral leases, conveyances and reservations of record; covenants and restrictions of record; inclusion of the property within any special taxing district and taxes for 2010 and subsequent years.

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.



00547764 12/21/2010 4:14 PM  
Yuma County Recorder, BEVERLY WENGER Page 2 of 2  
WD R 15.00 S 1.00 D 16.50

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

William L. Neville, attorney-in-fact for William F. Neville

William L. Neville

Michael J. Becker

aka William L. Neville, Jr.

Matthew F. Becker

Douglas L. Becker

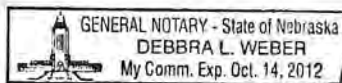
Phillip A. Neville

STATE OF NEBRASKA }  
County of Adams } ss.

The foregoing instrument was acknowledged before me this 20th day of December, 2010, by William L. Neville, attorney-in-fact for William F. Neville, William L. Neville, aka William L. Neville, Jr. individually, Michael J. Becker, Douglas L. Becker, Matthew F. Becker and Phillip A. Neville.

WITNESS my hand and official seal.

My commission expires



Debora L. Weber  
Notary Public



BOOK 36 PAGE 164

© United States To Charles E. Coleman PATENT

Page 163

Description Lots 3 and 4 and D<sup>1</sup>/<sub>2</sub> NW<sup>1</sup> 5-5 N-47 W 160.58 A

Filed May 18-1907

Date May 28-1891

PATENT

Page 164

United States To Jasper Low

Description NW<sup>1</sup> 23-5 N-47 W 160 A

Filed May 21-1907

Date June 4-1891

United States To Laure

Description NW<sup>1</sup> 18

Date May 24-190

United States To Jacob J

Description NW<sup>1</sup> 3-

Date May 25-190-



No. 2-32

PRE-EMPTION AND CASH ENTRY PATENT, -The Chat West Printing and Stationery Co., Colorado Springs, Colo.

# THE UNITED STATES OF AMERICA.

Certificate No. 2772

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, *John H. Haley of Logan County Colorado*

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Rockwell Colorado* whereby it appears that full payment has been made by the said *John H. Haley*

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 Northeast quarter of section twenty three in Township four North of Range forty seven 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 *John H. Haley*

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 *John H. Haley*

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 *John H. Haley*

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

IN TESTIMONY WHEREOF, I, *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 *twelfth*

day of *December*, in the year of our Lord one thousand *eight*

hundred and *ninety*, and of the Independence of the United

States the one hundred and *fiftieth*

BY THE PRESIDENT: *Benjamin Harrison*

By *Ellen Macfarland* Asst. Secretary.

*J. M. Townsend* Recorder of the General Land Office.

Recorded, Colorado Vol. *34*, Page *233*

Filed for Record the *17<sup>th</sup>* day of *July*, A. D. 19*07*, at *9* o'clock *A.* M.

By *C. W. Towne* Deputy.





No 88658

1-1082.-The Best Way Printing and Stationery Co., Colorado Springs, Colo.

## THE UNITED STATES OF AMERICA.

STERLING 07353

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, 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 *Miller R. Black* has been established and duly consummated, in conformity to law, for the

*North west quarter of Section twenty seven in Township five north of Range forty seven west of the Sixth Principal Meridian Colorado, containing one hundred sixty acres.*

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

Now Know Ye, That there is, therefore granted by the United States unto the said 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 *nineteen* and of the Independence of the United States the one hundred and *fortieth*.

By THE PRESIDENT: *Woodrow Wilson*By *M. B. E. May* SECRETARY.

*John B. Connell*  
Recorder of the General Land Office.

Recorded: Patent No. *number 88658*.

Filed for Record the *16* day of *January*, A. D. 19*16*, at *8:00* o'clock *A.M.*

By *Henry M. McWhinney* RECORDER.

By \_\_\_\_\_ DEPUTY.

No. 58615

U.S.G.P.O.—151 This Form Prescribed and Restricted by U.S. G.P.O., Colorado Springs, Colo.

## THE UNITED STATES OF AMERICA.

Washington 1915

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant

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

*Southwest quarter of Section thirty-three in Township two north of range forty-seven west of the sixth Principal Meridian Colorado, containing one hundred and sixty acres.*

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That 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 DOES GIVE AND GRANT, unto the said claimant... and to the heirs of the said claimant... the 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 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 *thirtieth* day of *July* in the year of our Lord one thousand nine hundred and *fifteen* and of the Independence of the United States the one hundred and *fortieth*

BY THE PRESIDENT:

By *W. D. L. Rapp* SECRETARY.

*John R. McConnell*  
RECORDER OF THE GENERAL LAND OFFICE.

Recorded: Patent Number *58615*Filed for record at *5:00* o'clock *P.* M., *January 11* A. D. 191*6*By *Harry M. McHenry* Recorder.

By \_\_\_\_\_ Deputy.





Book 351 Page 44

#327036

Book 351, 44,  
Apr. 13 1955  
4:50 P.M.

THE FEDERAL LAND BANK OF  
WICHITA, By R.H. Jones, Vice-  
President; ATTEST: J. A.  
Carrico, Ass't. Secy. Seal.

to  
WILLIAM C. KOPP.

CORPORATION SPECIAL WARRANTY DEED. \$2,600.00

Dated Mar. 24, 1955.

Ack'd Mar. 24, 1955, before  
Robert L. Moore, M.P.,  
Sedgwick Co., Kans. Seal.  
Comm. expires Dec. 8, 1958.

NW $\frac{1}{4}$  Sec. 27, Twp. 5 N. R. 47 W. 6th P.M. --- 160 A. m. or l.

Subject to any unreleased oil and gas leases of record.

Subject to any existing rights of way for highways or ditches;

Subject to any reservations or exceptions in patent, if any;

Excepting and reserving unto party of the first part, its successors and assigns, an undiv.  $\frac{1}{4}$  of all oil, gas and other minerals and mineral rights in, upon and under said real estate, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing and production thereof, and for the the purposes of this reservation;

Subject to taxes, assessments and any and all other charges levied or assessed against said real estate for the year 1940 and subsequent years.

Recorded June 19, 1967 at 1:00 O'Clock P.M.  
Reception #376178 S. R. ALLISON, Recorder

**RIGHT-OF-WAY EASEMENT**

BOOK 443 PAGE 231

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Alfred Korf (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

Along North Side of the NW 1/4 Section 27 Township 5 Range 47  
Highline will pay \$12.00 per pole and/or Anchor

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15 day of June, 1967.

Alfred W. Kopf (L.S.)  
(L.S.)

-(L.S.)



The foregoing instrument was acknowledged before me this 15  
day of June, 19 67 by Arthur W. Korf

Witness my hand and official seal.

(Seal)

### My Commission Expires

My Commission expires November 5, 1967

Thyle B. Russell  
Notary Public



Recorded April 12, 1973 at 9:30 O'Clock A.M.  
 Book 388790 S. R. ALLISON, Recorder

BOOK 478 PAGE 384

LEASE

THIS AGREEMENT, Made and entered into this 2<sup>nd</sup> day of April, 1973, by and between MELVIN KECHLEY of Chappell, Nebraska, hereinafter referred to as the first party, and The County of Yuma, State of Colorado, hereinafter referred to as the second party (whether one or more in number).  
 WITNESSETH, That the said party of the first part has this day leased unto the party of the second part the following described premises in the County of Yuma, and State of Colorado, to-wit:

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 23: A tract described as follows:

Beginning at a point on the south line of the County Highway Right of Way which extends along the North side of said Section 23, said point of beginning being 470 feet West of the East line of the NW<sup>1</sup>/<sub>4</sub> of said Section 23, thence West 208 feet, thence South 208 feet, thence East 208 feet, thence North 208 feet to the point of beginning, containing approximately one acre,

together with all buildings and improvements thereon for a term of ten years from the 1st day of April, 1973, to the 1st day of April, 1983, for the sum of Sixty and no/100 -----Dollars (\$60.00) per year, payable in advance each year.

It is further agreed that the Lessee shall have the right to move onto and maintain on said premises any improvements and such improvements shall remain the property of the Lessee who shall have the right to remove the same upon the termination of this Lease upon restoring the premises to its original condition as nearly as possible. The Lessor reserves a right to water livestock on said premises and to use the well and pumping facilities and to maintain on said premises tanks or other watering devices, and it is further provided that the Lessor shall have no duty to replace any well or water supply system in the event of failure or water contamination nor to furnish pump or water supply facilities.

Further, this lease shall be automatically extended from and after the primary term above set forth from year to year upon the same terms and conditions unless either party shall notify the other in writing of its intent to terminate the same, such notice to be given on or before three (3) months from the termination date of said Lease or on or before three (3) months from the termination date of said Lease as extended.

AND IT IS FURTHER AGREED, That if any rent shall be due and unpaid or if default be made in any of the covenants herein contained, it shall then be lawful for the said party of the first part to re-enter the said premises, and the party of the second part agrees to vacate said premises without notice, and if it becomes necessary to bring action at law to recover possession, to pay a reasonable attorney's fee therefore if permitted by law.



-2-

BOOK 478 PAGE 385

Second party covenants that it will use said premises as and for the storage and maintenance of County equipment and as a dwelling or house for County employees and for no other purpose whatsoever; that it will not sell, assign, underlet or relinquish said premises without the written consent of the lessor, under penalty of forfeiture of all its rights under this lease, at the election of the party of the first part and that it will use all due care and diligence in guarding said property, with buildings, gates, fences, etc. from damage and the depredations of animals, will pay all water rent and charges for gas or electric light that shall become due thereon during this lease. That the lessor and its agents may enter at any time to view same or for any necessary purposes. The lessee further agrees that it will in all respects comply with the requirements of the health authorities and particularly as to keeping said premises free and clear from all filth, refuse and obstruction; that it will keep the buildings, glass, gates, fences, etc., in good repair as the same now are or may be placed at any time by the lessor, or as often as the same may require, damage by superior force, inevitable necessity or fire from any other cause than carelessness of the second party, or persons of its employ, excepted, and at the expiration of this lease, or upon a breach by said second party of any of the covenants herein contained it will without further notice of any kind, quit and surrender the possession and occupancy of said premises in as good condition as reasonable use and natural wear and decay thereof will permit, superior force or inevitable necessity excepted.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the date above written.

Melvin Kechley (SEAL)  
Melvin Kechley - Lessor

Bonnie Kechley (SEAL)  
Bonnie Kechley - Lessor

COUNTY OF YUMA

BY: Raymond E. Jones  
Lessee Chairman

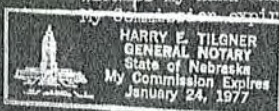
ATTEST:  
[Signature]  
County Clerk

STATE OF COLORADO )  
COUNTY OF YUMA ) ss.

The above and foregoing instrument was acknowledged before me this 9 day of April, 1973, by Melvin Kechley and Bonnie Kechley, Lessors.

WITNES my hand and Official Seal.

My Commission expires: June 24, 1977.



[Signature]  
Notary Public



BOOK 640 PAGE 393

WARRANTY DEED

THIS DEED, Made this 15th day of December

1986, between  
Alfred W. Korf and Marie M. Korf

of the \*County of Yuma  
State of Colorado, grantor, and

Farmers State Bank of Yuma a corporation organized and  
existing under and by virtue of the laws of the State of Colorado, grantee: whose legal address is  
320 South Main, Yuma, Colorado 80759

WITNESSETH, That the grantor, for and in consideration of the sum of Ten Dollars and other consideration  
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell,  
convey and confirm, unto the grantee, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and  
being in the County of Yuma and State of Colorado, described as follows:

Township 5 North, Range 47 West

Section 25: NW $\frac{1}{4}$

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

Section 27: NW $\frac{1}{4}$

Together with all water and water rights appurtenant to such property;  
Excepting all previously reserved oil, gas and other mineral rights;  
Reserving unto the grantors one-half of all oil, gas and other mineral rights  
not heretofor reserved.

also known by street and number as:

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  
grantor, 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 grantee, its successors and assigns  
forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors  
and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has 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,  
encumbrances and restrictions of whatever kind or nature soever, except

1. First Farm and Ranch Mortgage, recorded in Book 529 at Page 371 of the real  
property records of the Clerk and Recorded of Yuma County, Colorado; and
2. 1986 real property taxes.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee,  
its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

Alfred W. Korf  
Alfred W. Korf

Marie M. Korf  
Marie M. Korf

STATE OF COLORADO,  
County of Yuma

} ss.

The foregoing instrument was acknowledged before me this 15th  
by Alfred W. Korf and Marie M. Korf.

day of December

1986

My commission expires July 23, 1987

WITNESS my hand and official seal.

Ronald L. Storm  
Notary Public

\*If in Denver, insert "City and."

BOOK 640 PAGE 394

Recorded at 2:23 o'clock P.M. on December 20, 1986  
Reception No. 443746 Margie Eystone

WARRANTY DEED

THIS DEED, Made this 15th day of December,

19 86 between  
Alfred W. Korf and Marie Korf a/k/a Marie M. Korf

BOOK 640 PAGE 394

of the \*County of Yuma  
State of Colorado, grantor, and  
Farmers State Bank of Yuma

a corporation organized and

existing under and by virtue of the laws of the State of Colorado, grantee: whose legal address is  
320 South Main, Yuma, Colorado 80759

WITNESSETH, That the grantor, for and in consideration of the sum of Ten Dollars and other consideration

~~XXXXXX~~

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the County of YUMA and State of Colorado, described as follows:

Township 5 North, Range 47 West of the 6th P.M.

Section 25: NW  $\frac{1}{4}$

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

Section 27: NW  $\frac{1}{4}$

Together with all water, well and water rights appurtenant to such property, and all wells, well equipment, pumping equipment and irrigation equipment affixed to or used in connection with such property; Excepting all previously reserved oil, gas and other minerals; Reserving unto the grantors one-half of all oil, gas and other minerals not heretofor reserved.

also known by street and number as:

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 grantor, 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 grantee, its successors and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has 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, encumbrances and restrictions of whatever kind or nature soever, except

1. First Farm and Ranch Mortgage, recorded in Book 529 at Page 371 of the real property records of the Clerk and Recorded of Yuma County, Colorado;
2. 1986 real property taxes; and
3. Easements and rights-of-way of record.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

Alfred W. Korf Marie Korf AKA Marie M. Korf  
Marie Korf a/k/a Marie M. Korf

STATE OF COLORADO,  
County of Yuma

ss.

The foregoing instrument was acknowledged before me this 15th day of December, 19 86, by Alfred W. Korf and Marie Korf a/k/a Marie M. Korf

My commission expires: My Commission Expires July 23, 1987

WITNESS my hand and official seal.

Ronald R. Starnes  
Notary Public

"If in Denver, insert 'City and:'"



Book 499, 156  
Rec. #396400

Oct. 16, 1975  
9:00 AM

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A.D. 1885, it is provided that; 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone

Parcel  
#14

THE UNITED STATES OF AMERICA.

STERLING 012754

To all to whom these Presents shall Come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, 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

*James L. Smith*  
has been established and duly consummated, in conformity to law, for the *homestead* of *section*  
*twenty-eight, in Township five north & Range four west of the*  
*Fourth Principal meridian, Colorado containing one hundred and sixty acres*

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said 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 *11th* day of *June* in the year of our Lord one thousand nine hundred and *eighteen* and of the Independence of the United States the one hundred and *forty-second*

By THE PRESIDENT:

By

*M. O. Le Roy*  
*J. G. C. Lewis*

SECRETARY.

RECORDER OF THE GENERAL LAND OFFICE.



RECORDED: Patent No. *633269*

Filed for Record the *11* day of *Sept* A. D. 19 *18*, at *11*<sup>*22*</sup> o'clock *A.*M.

No. *83520*

*John A. Cook* RECORDER.  
By *Martha A. Cook* DEPUTY.



Recorded JAN. 11, 1967 at 11:40 O'Clock A.M.

Reception 875198 S. R. ALLISON, Recorder

BOOK 440 PAGE 347

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Fred H. Hillman (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Holyoke, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Yuma State of Colorado, and more particularly described as follows:

Line along the North side of the North east 1/4 Section 28 Township 5 Range 47 Highline Co pay \$2.00 per pole or anchor on dry land and \$5.00 per pole on IRR land

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5th day of Jan., 1967.

Freddie Hillman (L.S.)  
Elna Hillman (L.S.)

STATE OF Colo  
COUNTY OF Yuma



The foregoing instrument was acknowledged before me this 5th day of Jan., 1967, by Freddie Hillman Elna Hillman  
Witness my hand and official seal.

Loyle R. R. U.  
Notary Public

BOOK 449 PAGE 307

STATE OF COLORADO )  
COUNTY OF YUMA ) ss.  
Entered on numerical index 378373  
Filed for record in the office of the  
County Clerk (Register of Deeds) on  
the 17th day of June, 1966,  
at 8:30 O'Clock AM and recorded in Book  
449 : Misc. Real Estate at page 311.  
S. R. Allison  
County Clerk - Register of Deeds  
By: Margie Bagshaw Secretary

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the Grantees, Freddie Hillman and Elva Hillman, his wife,

of the County of Yuma

and the State of Colorado for and in consideration of the sum of one dollar (\$1.00) in hand paid by Kansas Nebraska Natural Gas Company, Inc., a Kansas Corporation, its successors and assigns (hereinafter collectively called Grantee), the right of way, easement to construct, install, maintain, renew, replace and operate pipelines, right of way or below ground, and appurtenances thereto, for the transportation of gas, oil, air, water and through the following described lands situated in the County of Yuma and State of Colorado

The East Half of the Northeast Quarter of Section, Township 5 North, Range 17 West

TO HAVE AND TO HOLD said right of way and easement unto said Kansas Nebraska Natural Gas Company, Inc., its successors and assigns, so long as such pipelines, and appurtenances hereunto, shall be maintained, together with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property of Grantee located thereon, on, over, under, in, whole or in part, at will of Grantee. Grantors retain the right to use and enjoy said premises, except only to the right of Grantee to use the same for the purposes herein expressed.

All pipelines installed and constructed on the surface of or above ground shall, except for the use of such pipelines, established fences and be so installed or constructed as not to interfere with continued use of all existing field entrances and roadways, and shall be so installed or constructed in natural or constructed water courses, and shall be so installed and constructed.

IN WITNESS WHEREOF, the Grantees have hereunto set their hand this 23 day of March, 1966.

In presence of:

Freddie Hillman and Elva Hillman  
Grantees

STATE OF Colorado  
COUNTY OF Yuma

BE IT REMEMBERED that on this 24 day of June, A.D., 1966, before me, a Notary Public in and for the county and state aforesaid, personally appeared the above named Freddie Hillman and Elva Hillman, who are personally known to me and known to me to be the same persons who executed the foregoing instrument and such person duly acknowledged to me that he and she executed and acknowledged said instrument to be

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

MY COMMISSION EXPIRES:

My Commission expires March 14, 1971

Richard L. Hill  
Notary Public



Recorded June 24, 1982 at 4:00 P M  
Reception 426510 Margie Eyestone, Recorder

BOOK 587 PAGE 394

PARTIAL RELEASE OF RIGHT-OF-WAY

HIGHLINE ELECTRIC ASSOCIATION, INC., a cooperative corporation, does hereby release the Right-of-Way and/or Easement granted in that certain instrument recorded in Book 440, at Page 347, of the Yuma County Records, excepting and reserving unto Highline Electric Association, Inc., a cooperative corporation, an easement, 50 foot in width, centered along the transmission line as it now exists, such easement to be subject to the same terms and conditions contained in said instrument.

This Release is given solely to release all claim or right to any easement and/or Right-of-Way over and across any other portion of the property described in that instrument.

IN WITNESS WHEREOF, this instrument is executed this 11th day of May, 1982.

HIGHLINE ELECTRIC ASSOCIATION, INC.,  
A COOPERATIVE CORPORATION

ATTEST:

Stanley Guenzi  
Secretary

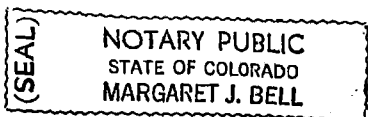
By James H. McNear  
President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LOGAN )

Acknowledged before me this 11th day of May, 1982, by James McNear as President and Stanley Guenzi as Secretary of Highline Electric Association, Inc., a cooperative corporation.

WITNESS my hand and official seal.

My commission expires: My Commission Expires Aug. 24, 1985



Margaret J. Bell  
Notary Public  
214 Poplar  
Address  
Sterling, CO 80751

Recorded June 24, 1982 at 1:00 P.M.  
Reception 426508 Margie Eveslone, Recorder  
PARTIAL RELEASE

BOOK 587 PAGE 392

WHEREAS, by instrument dated March 20, 1968, and recorded in Book 449, Page 307 of the Miscellaneous Real Estate Records of Yuma County, Colorado, Kansas-Nebraska Natural Gas Company, Inc. was conveyed a right-of-way and easement to construct, install, maintain, renew, replace and operate pipelines either above or below ground and appurtenances thereto for the transportation of gas in, on, over and through the following-described lands situated in the County of Yuma and State of Colorado to-wit:

The East Half of the Northeast Quarter of Section 28,  
Township 5 North, Range 47 West

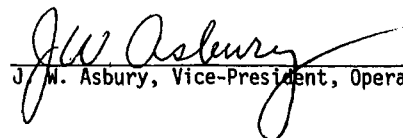
WHEREAS, it has been requested that said right-of-way and easement be released and quitclaimed except as to the portion needed in connection with the existing pipelines.

NOW THEREFORE, for and in consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, does hereby release and quitclaim unto Freddie Hillman and Elva Hillman, his wife, their heirs and assigns, all of its right, title and interest acquired under the aforesaid right-of-way grant, save and except its right, title and interest in and to a strip of land fifty (50) foot wide, the centerline of which is identified by the existing 2-inch plastic pipeline, presently located on the above-described lands. Except as herein modified, the right-of-way and easement granted by instrument dated March 20, 1968, shall remain in full force and effect.

Dated this 11th day of May, 1982.

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

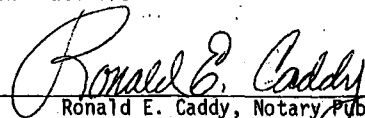
  
Nancy J. Beach, Assistant Secretary

  
J. W. Asbury, Vice-President, Operations

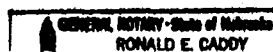
STATE OF Nebraska } ss.  
COUNTY OF Adams

On this 11th day of May, 1982, before me, a notary public, in and for said county, personally came the above-named Vice-President of Operations, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice-President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal, the date last aforesaid.

  
Ronald E. Caddy, Notary Public

My Commission Expires: May 13, 1984



Book 499, 156  
Rec. #396400

Oct. 16, 1975  
9:00 AM

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain on the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "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, A.D. 1885, it is provided that; The Commissioners of the County my 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, which 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 Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Township 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47, and 48 West of the 6th P.M., be and the same are hereby 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 township lines.

BE IT FURTHER ORDERED that the County Clerk and Recorder of Yuma County be and he is hereby instructed, when certified, copy of this order is so 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 at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D.C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
Attest: John G. Abbott, County Clerk  
Seal.

CERTIFICATE OF COPY OF RECORD: I, Margie Eyestone, Deputy Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board found in Book 3 at Pages 65-66 as the same appears upon the records of my office. Signed and dated Oct. 16, 1975 ... Margie Eyestone



**RECK AGRI**  
REALTY & AUCTION

535 E Chestnut | PO Box 407  
Sterling, CO 80751  
970.522.7770  
[reckagri.com](http://reckagri.com)