# 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

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## **Title Exceptions**



© 3

## THE UNITED STATES OF AMERICA

Parcel #1

To all to Whom these Presents shall come, GREETING:

HOMESTEAD CERTIFICATE NO.	
APPLICATION 103/21 Muttas. There has been deposited in the General Land Office of	t the
United States a Certificate of the Register of the Land Office at Alarling Coolors de who	- 11
it appears that, pursuant to the Act of Congress approved 20th Mail, 1862, "TO SECURE HOMESTEAD!	1.3
ACTUAL SETTLERS ON THE PUBLIC DOMALN," and the acts supplemental thereto, the claim of	1.4
John Bury con ass has been established und duly consummated, in confor	
to law, for the	
South East quarter of section theotiers in township fine north	Lef
South East quarter of section thertier in township five north gange foreigns about must of the sixth Principal Memberia land with acrest	hado
	-
~~~ · 후 사용 화생님이 고속도에는 시시시 항송 경우 이번 경우 사용을 하는 것이 하는 것이 모든 보다 되었다.	
에 마음 사람들이 마음 아이들 것이다. 그는 이 생활에 환경을 보고 있는 것이다. 그는 그를 가장 하는 것이다. 1960년 대한 1980년 1980년 1980년 1일 전 1980년 1982년 1982년 1981년 1981년 1982년 1982년 1982년 1982년 1982년 1982년 1982년 1982년	
고일도 하면 시골 문항이 시민들이다. 사람들은 사람들은 사람들이 되는 것이 하는데 나를 다르지 않는데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른	
에 가는 하는 것이 되었다. 현실 보는 사람들은 사람들은 사람들이 되었다. 그는 사람들이 가장하는 것을 보는 것이 되었다. 그는 것이 되었다. 그렇게 되었다. 	
교실로 보인되는 살이 사고사로 환경하다고 얼굴하지 않을 수 있다. 이번 생물이다.	
મુક્તી મોર્કુ કે કાર જોઓ મુખ્યત્વે કે કોફ્સોનું કોફ્સોનું માટે જુદ મુક્તાના કોફ્સોનું કરો મુક્સોનો મુક્ત કાર ક	
according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Sur	veyor
General:	
Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the	
John Bungarian	
above described: To HAVE AND TO HOLD the said track of Land, with the appurtenances thereof; unto the	said
go Sa hara Bring anowar	
und to Lie heirs and assigns forever; subject to any vested and accrued water rights for mining,	
outtural, manufacturing or other purposes, and rights to disches and reservoirs used in connection with such	
rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also st to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be j	
to the right of the proprietor of a cent or take to extract and remove his ore therefrom, should be suffered by law.	DICHEL
In Testimony Whereof, I. Comment College Comments of the Utilet States of I	l merico
have caused these letters to be made putent, and the seal of the General Land Office to be hereunto affixed.	TIRO LOG!
Given under my hand, at the City of Washington, the Liverity Jane	1/2
day of Och Land, in the year of our Lord one thousand	į.
hundred and Proverty free, and of the Independence of the U	1
States the one hundred and de set to	
BY THE PRESIDENT: Government ladewe have be	
어떤 사람들이 하는 바람이 나는 가는 사람들은 살아 되었다면 하는 것이 되는 것이 되었다면 하는 것이 되었다면 하는데 되었다면 하는데 되었다면 하는데 되었다면 하는데 되었다면 하는데 되었다면 하는데 하는데 하는데 되었다면 하는데	
The Recorder of the General Land	Office.
Recorded, Vol. 3 , Page 12.8	محصورون دارد
Filed for Record the 1st day of Mariantes A. D. 18.79, at 9 o'clock C.	.J1.
C. Louis	
E. Looning M. words	
By C. M. Lurency De	- 1
Controller Sugar to the second of the second	

S. R. Allison

fec

This Beed. 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

Nebraska and State of Emiscolo, of the second part:

Witnesseth, That the said part ies 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 Colorado, to-wit: of land, situate, lying and being in the County of Yuma

> TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6th P.M. Section 13: SE4

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."

DOCUMENTAL FEB 3 DOLS 80 CTS

Together with all and engular the hereditaments and apportenances 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 part 185 of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtanances.

To Have and to Hold the said premises above bargained and described, with the appartenances, 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 the 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 ensealing 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 part ies WARRANT AND FOREVER DEFEND. of the first part shall and will

in Witness Whereof, The said part ies of the first part have and seal the day and year first above written. Signed, Sealed and Delivered in the Presence of

STATE OF COLORADO

County of Boulder The foregoing instrument was acknowledged before me this..... 

by Francis A. Dunphy and Patricia P. Dunphy

Witness my hand and official seal.

My commission expires. 72.2

their

hand S

..., 19.*74*.,

(C)

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

The state of the s

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 wav 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. STATE OF COLORADO,
County of

I, Marrie tyestone, Deputy

County of Proceedings of the Board of found in Book 3 Pages 65-66

Civen under my hand and official seal, this 16th day

of October A.D. 19.75, at 9:00 o'clock A.M.

Margie Lyestone

State Of COLORADO,
(SS.)

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

County Clerk

A.D. 19.75, at 9:00 o'clock A.M.

Margie Lyestone, Deputy

County Clerk

County Clerk

County Clerk

A.D. 19.75, at 9:00 o'clock A.M.

Margie Lyestone, Colorado Spriags, Colorado

Spriags, Colorado

Spriags, Colorado

Spriags, Colorado

Spriags, Colorado

County Clerk

A.D. 19.75, at 9:00 o'clock A.M.

Margie Lyestone, County Clerk

County Clerk

A.D. 19.75, at 9:00 o'clock A.M.

S

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Cotober 16

THE PUBLIC

07

BOARD OF YUMA COUNTY COMMI

325-101

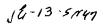
## HIGHLINE ELECTRIC ASSOCIATION IRRIGATION POWER CONTRACT

THIS AGREDMENT, made and entered into this <u>Jth</u> day of <u>January</u>, 2000 by and between Highline Electric Association, hereinafter referred to as the "AssociationOttod <u>Otto E. Lueking Jr</u>, hereinafter referred to as the "Owner".

WITNESSETE: 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 Section13 Township 05 N Range 47 W Co	ounty Yuma State_Colorado
meplate Horsepower 150.00	Phase3
e charges for this service and the Rules and Regulatic meral Rules and Regulations of the Association, and any may hereafter be adopted by the Association.	
NUAL MINIMUM CRARGE: Except where the line extension post five years after construction, the minimum shall be sociation. In no event will the billing horsepower be 15 horsepower for three phase service.	olicy results in a higher minimum, normally for the based upon the billing horsepower as adopted by the less than 7 1/2 horsepower for single phase service
ERMINATION OF BILLING HORSEPOWER: The billing horsepo	
ctable electric meter under stabilized and normal opera IXMUM CRANGE: After the first five years, if the Owner re re notice to the Association on or before March 15, 's' ilities remain, but does not intend to use any electri place shall be one half of the normal minimum under cont ce and effect if notice is not given on or before Mar intum shall be paid by the Owner.	receiving service under an irrigation contract shall that if the Owner desires to have the Association city, the minimum charge for leaving the facilities ract then in force. The contract shall remain in full
MENT: Owner agrees to pay billing as provided in the Rul ing the preceding year, was delinquent in payments due, amount equal to the highest one month billing for the mally. Any service involved in bankruptcy or receivers osit purposes. The Owner further agrees that she alone s service, but the Owner may request the billing be set the indebtedness incurred under this contract shall be cribed and may be enforced by foreclosure thereof, the ociation may record this instrument in the office of ate is situated and after recording the same, it shall ome necessary for the Association to employ counsel to a thereof the Owner agrees that a reasonable amount and after recording the same, it shall ome necessary for the Association to employ counsel to a thereunder, the Owner agrees that a reasonable amound was a color of the Association to employ counsel to one thereunder, the Owner agrees that a reasonable amound owner to the Association, as provided above, this contigation well may be reinstated only upon execution of a ociation's equipment has not been removed. Following cave, the Association may remove the facilities needed to eve, the Association may remove the facilities needed to Owner of its intention. If the line is retired and the labe required to prepay twice the estimated reinscalla after of Access: Owner agrees to provide and maintain an thereof to the Association's vehicles and employees for the Association's facilities. Such road shall be so loc readily reach the meter and not be required to cross ONE PROTECTIVE EQUIPMENT, LIGHTNING DAMAGE: It is agree assioned by the failure of lack of proper motor protectiociation will not be liable for failure to furnish potrol.  ENGROUND SERVICE: If the owner will be using seif-propes were located in the field, the Association will instale furnished to gopher damage, the Owner will be request errined by the Association, but not past the first main to funderground cable and installation, however the Ale. The Association will indo determines that the local nerable to gop	the Association may require in advance a deposit in the most recent year that the service was operating ship proceedings shall be considered delinquent for shall be responsible for payment of all charges for nt to another for payment. The Owner further agrees e considered as a lien against the real estate above e same as any other valid lien on real estate. The the proper County Clerk and Recorder where the real be notice of said obligation. In the event it shall be notice of said obligation. In the event it shall enforce the terms of this contract or foreclose the to attorney's fees and costs may be added hereto. It shall be for five consecutive irrigation seasons the service is used, and shall be deemed to extend have given written notice to the Association by the iminimum. Following the giving of written notice by tract shall be deemed terminated, and service to the new contract having a term of one year providing the ancellation of this contract in the manner described serve the irrigation well without further notice to same owner requests reinstallation of this line, he tion costs less material. access road to the irrigation well and to grant the the purpose of reading the meter and for maintenance acced and maintained that the Association's equipment irrigation ditches or crops. It has a sociation will not be liable for any damage we equipment or from damage caused by lightning. The wer or failure of power, for any reason beyond its elede watering equipment that could not function if Il-and maintain the underground facilities to a point disconnect. The Owner will be billed for the actual issociation will retain ownership of the underground in the original installation or when doing maintenance and to the underground service makes this service do to furnish conduit or install and maintain the inderground service makes this service of to furnish conduit or install and maintain the large here hereby terminated and cancelled. This Agreement
WITNESS WHEREOF the parties have hereunto affixed thei	<b>√</b> ,
ner's Name Typed)	() ( 11
EE 13-05-47) scription)	Dayll Splenan
755 Co Rd 56 dress}	V
ma, CO 80759	
ty/State/Zip Code)	FOR OFFICE USZ ONLY
the Chekun h	Account #_825821
mer Signature) (Title)	R/C #_130
• •	s/o #_ <u>2026 </u>
970-774-7552	J/O #
(Telephone #)	w/o #
Dona Bastlett	Previous Owner & Account #:
gnature of Witness - Not a Relative)	Wayne Townsend
tomer Copy	#740004
	<u>#742001</u>





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 AGREENANT, made and emerci into this 33th day of Jensey, 2003 by and terrors One E. Limbing, Jr., 14755 County Rd. 54, Yuma, CO. 80759, hereinafter called leases, (whether one or more), and Coloni Entray Company, P.O. Box 224406, Oalba, TX 73222-4006, hereinafter called leases;

WITNESSETH: that bears, for and in cominderation of Ton and 00/100 DOLLARS (\$10.00) in house pink, receipt of which is hereby acknowledged, and of the agreements of bears hereinsther sat forth, horeby grants, degrees, mans and less exclusively unto said bases the lands baselander described, logsther wish any reversionary rights letterin, for the purpose of prospersing, exploying by gloophysical and other methods, dillings mention, case and the production of the purpose of prospersing control by a production of statistics, recording to any prediction, age—camberages (destilled) and any substance, whether Mintel to or statistics, recording to age prediction, age—camberages (destilled) and any substance, nebels for statistics, recording to a production, age—camberage (destilled) and any substance, nebels for statistics, recording to a production of any substance, in the structures thereon to produce, seve and sink care of said oil and gas, and the exchance rights to injection, joint committees in the formation of production of said lands, show or capinisty with melabbring land. for the production, saving and taking care of oil and gas and the injection of air, gas, writer, brine, and other fluids ton the substance at the said lands being situated in

the County of Yuma, State of Colorada, and boids departured as follows to wit:

Township S North, Rouge 47 West Section (3) SELM

is being the purpose and leaser of leaser to lease, and leaser does hereby lease, all of the leads or interest in leads precad by leaser which adjoin the leads above described or which lie in the testion or sections I specified. For all purposes

of this lasse, said lands shall be discussed to constain 140,000 earms.

Subject to the colors provisions horse, contributed, bits lesses shall restain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is producted from the above discribed land or drilling operations are consistentedly prospected as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the revorting, deepening or plugging best of a writ or hole or other operations conducted in an effort to other in or re-wolchist production of oil or gas. Drilling operations shall be considered to be "consistentedly prospectated" if not more shart 60 days shall elapse between the completion or substandance on the completion or consistentedly prospectated. If not more shart 60 days shall elapse between the completion or substandance will be not seen the completion or consistent of the primary term of the stease, oil or gas in the latest on the completion or consistent of the primary term of the stease, of or gas in the seen of the primary term of the primary term of the stease, of the production of all or gas in the seen of the primary term of the stease; and the consistence of the primary term of the stease; and the consistence of the primary term of the stease; and the consistence of the primary term of the stease; and the consistence of the primary term of the stease; and the consistence of the primary term of the stease; and the consistence of the primary term of the stease; and the primary term of the stease; and the primary term of the stease; the consistence of the primary term of the stease; the consistence of the primary term of the stease; the consistence of the primary term of the stease; the consistence of the primary term of the stease; the consistence of the primary term of the steas

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All payments or tenders may be made by cash, check or draft, mailed or deliveral 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 leaser (in the last tennes address as allowing by cash; a control or or before the payment date, shall be decided payment or tender as fareiin provided. Howelfetanding the death of leaser, payment or tender of shaces or system or tender or shade the successor is interest. Records shall govern the determination of the party or parties critical to receive such payment. In consideration of the obligations so to pay, it shall within the meaning of all terms of this lease including the shade-of-eleance, be conclusively demanded this gas to be sing produced from the primary term or the system of the state of the system of the system

records to the motion from the motion provided factors to the labeling of the factor of the factors and the provided factors to the provided of the factors and provided factors are provided to the factors and the motion of the factors and the motion of the motion of the factors and the motion of the motion of

13. It is agreed that this lease shall rever be forficited or canoded for failure to perform in whole or in part any of its implied coversants, conditions or simulations until it shall here first bean finally judicially at such failure criters, and after such final determination, lease is given a reasonable size therefrom (but in no event feet then 90 days) so comply with any such coversants, conditions or simplations.

16. This lease and still provisions thereof shall be applicable to and binding upon the parties and their respective such stages. Should any one or more of the parties named above as because or or course this lease, it shall nevertheless be binding upon the party or period executing the same.



511645 2 of 2

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

17. The feature for themselver and their finite, accounters and earliest, hereby represely release and valve sty and all rights of homesture, corresp and augmented estate rights

Nurriduanding anything to the courtery humin, Lessor agrees that all royables or other baselin monetage under this lease shall be due to Leasor without dishection for the zoes of producing, garhering, engaging, compressing, districting, storing, processing, and otherwise middling the oil, gat, and other gastom or liquid by-draze-house produced bettering feelily for take or use or for the marketing thereof, so less Lessor 'royalty shall not beer, directly or indirectly, any of such supersons, except the takes and interestals transportables charges applicable to Lessors' share of production that any paid by Lessoe.

LN WITNESS WHERBOF, this loans in encouncil a	s of the day and year fi	irst ahove writtes.	
OH 8.1.0			
Otto Lucking is	<u> </u>	<del></del>	
55#			•
-		<del></del>	· · · · · · · · · · · · · · · · · · ·
STATE OF			
COUNTY OF Washing for	<b>\$\$</b> .		(Individual)
_			
On the day of day of	, A.D., 20 <u>27 &gt;</u> eo sol and dood.	- pelbis als belonging appeared (his magnet to be	the persons described in and who executed the foregoing insurament and
Given mader very hand this	day of	, 20 WITHESS my hand and official real	/ <u>/</u> //////////////////////////////////
			(1) boose
My concinios expires:		JUSTIN HOOZEE	Moury Malik
			Address OFFS, CO
		NOTARY PUBLIC	
		STATE OF COLORADO	
		My Consider Evolute Ltd. 40, 2000	
STATE OF	.22	My Commission Expires July 10, 2006	
COUNTY OF	33.		(Individual)
On the day of	A.D. 20	before the personally appeared	to me known to be the
person described in and who executed the for	Print instrument and	before the personally appeared	e act and deed
Civen comp my lead mile	4/ 6/	A/ WILKOS BY BEE AND GROWN AND	
			Notary Public
My commission expires:			10-C) - Um
			ASSES
STATE OF	. 22		
COUNTY OF	<b>53</b> .		(Corporation)
On the day of	, A. D. 20	before parasally appeared	who being by me duly
there, did say that he is the Project			. O COTTO THE AND THE PART OF
_,,_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		4 <u>.~</u>	Towinded to me that said corporation executed same
WITNESS my hand and official soul.			
My commission supires:			Notary Public
			Address

## 

00523415 Wed Jul 27 14:15:31 MDT 2005 Yuna County Recorder, Beverly A Henger Page 1 of 2

#### **RIGHT-OF-WAY AGREEMENT**

STATE OF COLORADO	)
	) SS
COUNTY OF YUMA	)

FILE #254

For and in consideration of <u>TEN AND MORE</u> 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, 6th 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, 6th 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, 6th 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, 6th 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 \_\_\_\_\_ day of June 2005. LANDOWNER'S SIGNATURE Otto E. Lueking, Jr. Otto E. Lucking, Jr. Colorado STATE OF \_ COUNTY OF \_\_Yuma SUBSCRIBED AND SWORN TO BEFORE ME, , A NOTARY PUBLIC IN AND FOR THE COUNTY M. Mulder BY OF June 2005 BY Otto E. AND STATE AFORESAID, ON THIS 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.

0

MY COMMISSION EXPIRES: May 04, 2009



## SUBORDINATION AGREEMENT PREMIER FARM CREDIT

WHEREAS, Highline Electric Association, is the owner of an Irrigation Power Contract dated <u>January 7, 2000</u> and recorded <u>February 25, 2000</u> in Book <u>N/A</u>, Page <u>N/A</u> Reception No. <u>497980</u> of the records of <u>Yuma</u> County, Colorado, claiming a lien upon the following property in <u>Yuma</u> 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 <u>Premier Farm Credit</u>, <u>FLCA</u>, 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** 

or \_\_\_\_\_\_\_

/Preside

**ACKNOWLEDGMENT** 

STATE OF COLORADO )

) ss.

COUNTY OF PHILLIPS

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

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

## THE UNITED STATES OF AMERICA.

CERTIFICATE No. 1208 0

To all to Whom these Presents shall come, Greeting:

Combo #2

Whereas,	Millian
Colorate	

. Mulledge of Logan Con

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Somer Colegade I beetledge the uppears that full payment has been made by the said

according to the provisions of the act of Congress of the 23th 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 Saction Tenenty for Air Lownship five Mosth of Rouge Torly Some Whist of the Si Sh Breneipal Mondian in Finished Containing One Hundred and Sixty Odenes

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

Actionis /

How know Dc, 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 Hilliam J. Buttedge

hears, the said Truct above discribed: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunifies and appartenances, of whatsoever nature, thereunto belonging, unto the said Million V. Antholy o

heirs and assigns forever; subject to any vested and account 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 decisious of courts, and also subject to the right of the proprietor of a vein or hole to extract and remove his ore therefrom, should the same be found to penetrale or intersect the premises hereby granted, as provided by law.

Dentamin o Tayrison In Testimony Whereof, I. 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 treety Sittle in the year of our Lord one thousand eight hundred and Millety Cine and of the independence of the United States the one hundred and set lieuth

BY THE PRESIDENT: Desparais Acresion By Eller Macharland Secretary Recorded, Vol. 219 . Page 31

Filed for Record the 19' day of Lely

5 concer

.. Deputy.

## THE UNITED STATES OF AMERICA.

Certificate No.
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
Tobereas, Comme thereas & some Souther Grands
Constitution of the contract o
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office whereby it appears that full payment has been made by the sa
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 sale of the Public Lands, and the acts supplemental thereto, for the sale of the sa
according to the Official Plat of the Survey of the said. Lands, returned to the General Land Office by the Survey General, which said Tract hat been purchased by the said.
NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity wi
the several Acts of Congress in such case made and provided, have given and granted, and by these presents do gi and grant unto the said Classics of the several Acts of Congress in such case made and provided, have given and granted, and by these presents do gi
and to heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the same together with the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the same together with the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the same together with the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the same together with the rights, privileges, immunities and appurtenances, of whatsoever nature, there are the rights and the rights are the r
and to
IN TESTIMONY WHEREOF, I. President of the United State of America, have caused these letters to be made potent, and the seal of the General Land Office to be hereunto affixed GIVEN under my hand, at the City of Washington, the forest warfar.
day of, in the year of our Lord one thousand nine hundred and, and of the Independence of the United State
BY THE PRESIDENT: 424 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
By Chen Mi Walled Grove Secretar
Recorder of the General Laud Office
Recorded, Colorado Vol. Page
Filed for Record the day of A. D. 19 th, at disorder to be a second the By Samuel Control of the Deput

## RIGHT=OF-WAY EASEMENT:

or more) Robert V (unmarried) (husband and wife) Yor	a good and valuable consideration, the receipt
lation, inc., a cooperative corpor	hereby grant unto the Highline Electric Assoc- ration (hereinafter called the "Cooperative"), whose
post office address is Holyoke, Co	plorado, and to its successors or assigns, the rightersigned, situated in the County of
State of CO/OYAGO, and	i more particularly described as follows:
	section <u>24</u> Jigh line Zo pa
side of the south to	
	Anchor
,R	tange <u></u>
and to construct, operate and main	tain on the above-described lands and/or in or
distribution line or system, and t	s abutting said lands, an electric transmission or o cut and trim trees and shrubbery that may inter-
fere with or threaten to endanger	the operation and maintenance of said line or syst
The undersigned agree that al	1 poles, wires and other facilities, including
any main service entrance equipmen	it, installed on the above-described land at the
option of the Cooperative, upon te	the preparty of the Cooperative, removable at the rmination of service to or on said lands.
The undersigned convenant that	t they are the owners of the shove-described
lands and that the said lands are	t they are the owners of the above-described free and clear of encumbrances and liens of
lands and that the said lands are whatsbever character except those (	free and clear of encumbrances and liens of held by the following persons:
lands and that the said lands are whatsbever character except those !  IN WITNESS WHEREOF, the under	free and clear of encumbrances and liens of held by the following persons:
lands and that the said lands are whatsbever character except those (	free and clear of encumbrances and liens of held by the following persons: signed have set their hands and seals this
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Indee and that the said lands are whatsoever character except those in wilkess whereof, the under day of	free and clear of encumbrances and liens of held by the following persons:
In WITNESS WHEREOF, the undersected day of	free and clear of encumbrances and liens of held by the following persons:  signed have set their hands and seals this  19 67:  (L.S.)  Lector Years (L.S.)
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In WITNESS WHEREOF, the undersected day of	free and clear of encumbrances and liens of held by the following persons:  signed have set their hands and seals this  19 67:  (L.S.)  Lector Years (L.S.)
In WIINESS WHEREOF, the under day of	signed have set their hands and seals this  19 67.  (L.S.)  Acknowledged before me this  by Charter 100 9 9, France Witness my hand and official seal, Paus
In WITNESS WHEREOF, the under day of	signed have set their hands and seals this  19 67.  (L.S.)  Acknowledged before me this  by Charter 100 9 9, France Witness my hand and official seal, Paus
In WITNESS WHEREOF, the under day of	signed have set their hands and seals this  19 67.  (L.S.)  Acknowledged before me this  by Charter 100 9 9, France Witness my hand and official seal, Paus
In WIINESS WHEREOF, the under day of	acknowledged before me this  Witness my hand and official seals, Pakes
In WITNESS WHEREOF, the under day of	signed have set their hands and seals this  19 67.  (L.S.)  Acknowledged before me this  by Charter 100 9 9, France Witness my hand and official seal, Paus

Mae Toung and	Robert Young	BOOK 478 PAGE	444
whose address is 20 South	Washington - Gity of/De	nyer	
consideration of ten doll in hand paid, hereby sell(s) and	sad State of & ars and other valuable c convey(s) to n. H. Simple	Colorado onsiderations — DO	for the
whose address is 308 S_Gu	m - City of Yes		
County of Tuns real property in the County of	and State of Col. Yuma	orado the 'f and State of Colorado, to-wit	ollowing
TOWNSHIP FIVE NORTH, SECTION 24: The	RANGE FORTY-SEVEN WEST South #=1f	OF THE 6th P.M.	
EXCEPTING AND RESERVI minerals for a period as commercial product	NG One Half $\binom{1}{2}$ of exist of 20 years from $1/2L/7$ ion is had,	ing oil, gas and other 3 and as long thereafte	ir.
with all its apportenances and General taxes for the year and restrictions of reco	1973 and thereafter ar		
Signed this5	day of April	19/73	
	(a) f (f) = 13 (c)	hist your	
STATE OF COMMISSION COMMISSION NUCCES	TEXAS		
		nt was acknowledged before April	me th
S. RY PUNITOR MAY	Mae Young	2.3	
。 "我们的,""我们就是在这个人,我们就是我们的,我们就是一个人的,我们就是一个人的。""我们就是我们的,我们就是我们的,我们就是我们的,我们就是我们的,我们	itness my hand and official as y commission expires	mal 1, 1973	
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STATE OF COLORADO	) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (		
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Proceedings of the Board of County Commissioners relating to "ROADS and HIGHWAYS"

the land of

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 wav 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.

Margie Erjestone Deputy

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Cottober 16 19.75

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THE PUBLIC

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BOARD OF YUMA COUNTY COMM

## 412296 Margie Eyestone, Recorder

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630	OIL AND GAS	LEASE			ránke (, Pames
AGREEMENT, Made and entered into the	4th day of	June	BOOK 541 PAGE	$0\bar{3}8$	, 19.79
by and between George B. Brethaue	er and Ruth V. Bret	hauer, hust	and and wife		
520 Birch Street					
	)758				
whose mailing address is	***************************************	: ***********************************	hereinafter called Le	ssor (whether i	one or more),
H. G. Westerman 1900 LT					
Ten			0.00		
Lesor, in condaideration of Ten s here acknowledged and of the royalties herein provided surpose of investigating, esploring, prospecting drilling, roducts, injecting gas, water, other fliuds, and air into as ind things thereon to produce, save, take care of, treat, in roducts and other products manufactured therefrom, and	mining and operating for and problems to the control of the contro	ducing oil, liquid h toring oil, building to nsport said oil, liqu its employees, the i	lydrocarbons, all gases, a anks, power stations, tele id hydrocarbons, gases a following described land,	and their respect phone lines, and a and their respect together with a	tive constituent other structured tive constituent ny reversionary
rights and after-acquired interest, therein situated in Collectibed as follows, to-wit:	unty of Yuma	***************************************	, State o	Colorac	do
escribed as follows, to-wit:			•		
TOWNSHIP 5 NOR Section 24; S	TH, RANGE 47 WEST,	6th P. M.		•	
				•	
			1.1		
KEKKING KANGK		, and containing	•		or less, and al
Subject to the provisions herein container as long thereafter as oil, liquid hydrocarbons, gas cand is pooled.		rce for a term of the	years from this em, is produced from sai	date (called "p d land or land v	rimary term") with which said
In consideration of the premises the said lesse lst. To deliver to the credit of lessor, free of all oil produced and saved from the lessed premises 2nd. To pay lessor for gas of whatsoever nat	f cost, in the pipe line to which s. ure or kind produced and sold,	or used off the pr	emises, or used in the	manufacture of	any products
herefrom, one-eighth (1/2), at the market price at the obe made monthly. Where gas from a well producin nineral are retained hereunder, and if such payment aragraph.	ig gas only is not sold or used, I or tender is made it will be co	estee may pay or te usidered that gas is	nder as royalty One Do being produced within	ilar (\$1.00) pe the meaning of	r year per net the preceding
This lease may be maintained during the prima within the term of this lease or any extension the latch, and if oll or gas, or either of them, be found in ompleted within the term of years first mentioned. If said lessor owns a less interest in the above	ereof, the lessee shall have the r paying quantities, this lease shal	ight to drill such w I continue and be	vell to completion with in force with like effe	reasonable dilig ect as if such v	sence and dis- well had been
or shall be paid the said lessor only in the proportion  Lessee shall have the right to use, free of cost, f lessor.	which lesser's interest bears to t gas, oil and water produced on	he whole and undi- said land for less	vided fee.		•
When requested by lessor, lessee shall bury less No well shall be drilled nearer than 200 feet Lessee shall pay for damages caused by lessee's Lessee shall have the right at any time to rem If the estate of either party hereto is assigned, stend to their heirs, executors, administrators, successe inding on the lessee until after the lessee has been for a whole or in part, lessee shall be relieved of all obli Lessee may at any time execute and deliver to	to the house or barn now on sa operations to growing crops on ove all machinery and fixtures p and the privilege of assigning ors or assigns, but no change in unished with a written transfer igations with respect to the assign lessor or place of record a relea-	id premises without said land. I laced on said preming in whole or in pa the ownership of the or assignment or a ned portion or port	ises, including the right art is expressly allowed the land or assignment of true copy thereof. In ions arising subsequent ring any portion or po	to draw and r to draw and r t, the covenants of rentals or roy case lessee assi to the date of a rtions of the a	hereof shall valties shall be gns this lease, assignment.
remises and thereby surrender this lease as to such po- All: express or implied covenants of this lease a sall not be terminated, in whole or in part, nor less silture is the result of, any such Law, Order, Rule or	ortion or portions and be relieve thall be subject to all Federal ar see held liable in damages, for f	d of all obligations d State Laws, Exe	s as to the acreage surr cutive Orders, Rules o	endered. r Regulations,	and this lease
Lessor hereby warrants and agrees to defend the erm for lessor, by payment any mortgages, taxes or of the rights of the holder thereof, and the undersigned ower and homestead in the premises described herein, made, as recited herein.	ne title to the lands herein describer liens on the above described lessors, for themselves and their	lands, in the event heirs, successors as	t of default of payment nd assigns, hereby surre	by lessor, and ender and releas	be subrogated se all right of
Lesses, at its option, is hereby given the right and powe amendate vicinity thereof, when is lessee's judgment it is note that the power of the power is not useful and that may be providing 40 acres each in the event of an ell well, or lates a universant records of the county in which the isad herein less unit shall be treated, for all purposes except the purpose and the power of the power of the providing the providing that is the providing that the providing that is the providing that the p	er to pool or combine the acreage corresponding or adriable to do so in order to discret from said prenies, each pooling lit or units not exceeding 640 acres so record to the continuous production from the pooling of the continuous production from the pooling whether the well or wells be less to pooled only such portion of the reage so pooled in the particular unit	red by this lease or a properly develop and to be of tracts coally to he of tracts coally to he of tracts and he he of tracts and he of the premises corresponds to the here involved.	any portion thereof with of operate said lease previous to one another and to cas well. Leasee shall excepored acreage. The entit included in this lease. If yeard by this lease of not, in as the amount of his a	ther land, let so of so as to promote to be into a unit of unte in writing and re acreage so peol- production is found. In lieu of the roy- creage placed in t	r leases in the the conservation r, units por ex- d record in the d into a tract i on the pooled alties elsewhere the unit or his
See "Exhibit A" which is at					
Se of the					
And the second					
9.					
IN WITNESS WHEREOF, the undersigned	execute this instrument as of the	day and year first	above written.		

Ruth V. Brethauer SS#

OUNTY OF Yuma			41
Before me, the undersigned, a Not	tary Public, within and	for said county and state, on	this 4th
Ruth V. Brethauer	, 19, p	ersonally appeared George	B. Brethauer
id		şf.	
me personally known to be the identi- ntexecuted the same as. IN WITNESS WHEREOF, I have	their free and	voluntary act and deed for the	a uses and nurnoses therein set forth
y commission expires 8-1-82	<del></del>	John M. Weston	Notary Public,
ATE ONTARY	ss. ACK	NOWLEDGMENT FOR IND	DIVIDUAL (Kans., Okla., and Colo.)
			this,
y of to			
m <sub>initian</sub> and			
	free and hereunto set my hand a		instrument and acknowledged to me e uses and purposes therein set forth, year last above written.
commission expires			Notary Public.
ATE OF	} ss.	ACKNOWLEDGMENT	FOR CORPORATION
On thisday of	/	A. D., 19 before	me, the undersigned, a Notary Public
Given under my hand and soal the	day and year last shave	written	
y commission expires	•		Notary Public.
OIL AND GAS LEASE  PROM GEORGE B. BRETHAUER, ETUX  RUTH V. BRETHAUER  TO  H. G. WESTERMAN	•	COLORADO     FS:  Nent was filed for record on the   19 T9   O'clock P. M., and duly recorded	in Book 541 Page 38 of the records of this office.  By When recorded, return to flee he Meta to the dear and the flee flee for S0758  THE KANSAS BLUE PRINT CO.  THE KANSAS BLUE PRINT CO.

#### 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

## BOOK 553 PAGE 079 MANSAS BLUE PRINT CO. INC.



	OIL AND	GAS LEASE		1	Wichite & Kamen
AGREEMENT, Made and entered into the	5th	day of	March		. 19. 80
und between William Brethaue				Yuma, Colorado	•
	744 4744 1751/4 2654 1744 184 287 287 287 287 287	****************************	************************		
	********************	*******************************		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		***************************************	***************************************		•••••••••••
ose mailing address is		; 	hereinaft	er called Lessor (whether c	one or more)
H. G. Westerman, 1900	LTV Tower, I	allas, Texas	75201	(rtelt),, <del>e</del> t,,et,et,et,et,et,et,et,et	
***************************************	00	***************************************	******************	hereinester	called Lessee
Lessor, in conduideration of Ten & here acknowledged and of the royalties herein provide pose of investigating, exploring, prospecting drillin oducts, injecting gas, water, other fliuds, and air into d things thereon to produce, save, take care of, treat, oducts and other products manufactured therefrom, a thing the sand after-acquired interest, therein situated in C	d and of the agreements of g, mining and operating f subsurface strata, laying p , manufacture, process, sto ad housing and otherwise	or and producing oil, liqui- ipe lines, storing oil, buildin re and transport said oil, i caring for its employees, th	d hydrocarbons, ig tanks, power: liquid hydrocarb he following des	all gases, and their respect stations, telephone lines, and c sons, gases and their respect scribed land, together with as	iive constitue other structur iive constitue ny reversions
cribed as follows, to-wit:					
TOWNSHIP 5		47 WEST, 6th	P.M.		
SECTION 24;	SE/4	Recorded Ma	ır 17, 1	989t 9:00 0'Clock	, A ,
				Margie Eyestoni	
		Troup troit	***************************************	mai gio Lyesium	e, necorae
Section , Township	Range	and contain	ing 16	50 Reres, more	or less, and :
retions thereto.  Subject to the provisions herein contains as long thereafter as oil, liquid hydrocarbons, gas jis pooled.	ned, this lease shall res s or other respective cons	nain in force for a term o ituent products, or any of	them, is produc	s from this date (called "pr ed from said land or land w	rimary term' vith which se
In consideration of the premises the said le			nost walls a	afd 1d - Ab	-A- (1/)
all oil produced and saved from the leased premi	ses.				•
2nd. To pay lessor for gas of whatsoever n refrom, one-eighth (1/4), at the market price at the me made monthly. Where gas from a well produce real acre retained hercunder, and if such payme igraph.	ie well for the gas sold, ling gas only is not sold	used off the premises, or i or used, lessee may pay or	in the manufact r tender as roys	ure of products therefrom, salty One Doilar (\$1.00) per	aid paymen
This lease may be maintained during the pri- within the term of this lease or any extension h, and if oil or gas, or either of them, be found	thereof, the lessee shall	save the right to drill suc	k well to comp	letion with reasonable dilig-	ence and di
pleted within the term of years first mentioned.  If said lessor owns a less interest in the above shall be paid the said lessor only in the proportion.  Lessee shall have the right to use, free of co	on which lessor's interest	bears to the whole and us	ndivided fee.	•	•
When requested by lessor, lessee shall bury le					
No well shall be drilled nearer than 200 fee Lessee shall pay for damages caused by lessee Lessee shall have the right at any time to re If the estate of either party hereto is assigne and to their heirs, executors, administrators, succeining on the lessee until after the lessee has been whole or in part, lessee shall be relieved of all of Lessee may at any time execute and deliver thises and thereby surrender this lease as to such All express or implied covenants of this lease il not be terminated, in whole or in part, nor le ure is the result of, any such Law, Order, Rule Lessor hereby warrants and agrees to defend no for fessor, by payment any mortgages, taxes or he rights of the holder thereof, and the undersigniver and hometecad in the premises described herein ande, as recited herein.	et operations to growing move all machinery and d. and the privilege of asors or assigns, but no furnished with a written to lessor or place of reco portion or portions and a shall be subject to all assee held liable in dama or Regulation.  th. title to the lands he other liens on the above tel lessors, for themselves	crops on said land, firstures placed on said pr assigning in whole or in thange in the ownership of transfer or assignment of the assigned portion or produced and state Laws, it redernal and State Laws, it of failure to comply rein described, and agrees and their heirs, successors and their heirs, successors	emises, including part is expressified and or a true copy to cortions arising covering any points as to the executive Order to the telescent of defaults and assigns, in the lessee and assigns, in the control of defaults and assigns, in the control of the contro	ng the right to draw and re- sily allowed, the covenants ssignment of rentals or roys hereof. In case lessee assig subsequent to the date of at- rtion or portions of the ab- tereage surrendered.  rs, Rules or Regulations, a compliance is prevented by the state of payment by lessor, and of hereby surrender and release	hereof shall be as this least signment. over describe and this least y; or if our y time to rebe subrogate all right of this least this least y.
Lessee, at its option, to hereby given the right and po- diate vicinity thereof, when in teaser's independing the ne- traction of wher minerals in and under and that may be pi- ing 40 acres each in the event of an ell well, or into a i yance secords of the county in which the land herein in it shall be treated, for all purposes except the payment, pp. it shall be treated as if production is had from this a specified, lessor shall receive on production from a ury interest therein on an acreage basis hears to the total	reduced from sald premises, a unit or units not exceeding 6 eased in situated an instrum	in order to properly develop to uch pooling to be of tracts co 40 acres each in the event of nt identifying and describing	and operate said in outiguous to one a a gas well. Les the pooled acrease	ease premises so as to promote the nother and to be into a unit or see thall execute in writing and c. The entire acreage so pooled.	te conservation units not ex- record in the d into a trace
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IN WITNESS WHEREOF, the undersigned incesses:	execute this instrument	as of the day and year f	irst above writt	en.	
		Wi11:	iam Breth	en.	
ncescé!		as of the day and year fi	iam Breth	auer Tax	2 Caro

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Notary Public.

Recorded May 27, 1982 at 1:30 O'Clock P M Face PAGE 151

Reception #2607/ Margie Eyestone, Recorder

#### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )
COUNTY OF YUMA )

FILE # N45

, 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 wir: 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 improvments 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

Accember -	21, 1980
LANDOWNER'S SIGNATURE	
Sury B. Britaine	
D + B + A a	
TENANT'S CONSENT	
The undersigned tenant and/ the above described lands does hereby to the above described easement and t subject to the condition that any and crops and other property on said prem of said rights under said consent sha	he full use and exercise thereof, all damages sustained to his
EXECUTED this day of	· · · · · · · · · · · · · · · · · · ·
STATE OF COLORADO SCOUNTY OF FUMA	S
SUBSECTBED AND SWORN TO BEFORE ME, S a Notary Public in and for the County	DONALD L. SHERLOCK and State aforesaid, on this day
of <u>Accember 31, 1980</u> , by who is/are personally known to me and who executed the foregoing instrument	SEORCE & Purn BREVERULK  known to me to be the same person(s) and who duly acknowledged the
execution of same. WITNESS my hand and seal.	• •
Donald Sheeled Notary	Public
My Commission expires: My Comm. expires	s April 15, 1981

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23	1 Valley 13-tow						
Ω ₹8	1 Newman Motor,	Serial No.	V1.13204	and all appurt	enances.		
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corporation, by and with the co above written. RAL LAND 84 The Federal Land Bank Association of ATTEST: COLORADO NO. 9 a Conforation, as Attorney-in-Fact for S.E. A. I. The Federal Land Bank of Wichita, a Comporation. OF YUMA Assistant Secretary President Chuck Keller,

27

©

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM BRETHAUER, WYLLIAM 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. LUEKING, 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. Sou. 241 SER

Excepting and reserving one-half (1) 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.

WILLIAM D. BRETHAUER
WARTON S. BRETHAUER

STATE OF COLORADO)

COUNTY OF YUMA)

The foregoing instrument was acknowledged before me this  $\frac{28}{100}$  day of March, 1985, by WILLIAM BRETHAUER, WILLIAM D. BRETHAUER AND MARION B. BRETHAUER.

FITHERS my hand and official seal.

My commission expires: 2 14 1/2

WOTARY PUNITS

NOTARY PUBLIC

©

00554464 9/18/2012 11:17 AM Yuma County Recorder, BEVERLY WENGER Page 1 of 2 DEED R 15.00 S 1.00 D 0.00

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

BARBARA C. HOLCOMB 24055 W. 171st St., Kellyville, OK 74039

An undivided one-third interest

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 6th P.M.

Section 11: NW1/4

Section 17: NE1/4 and SE1/4

Township 5 North, 47 West of the 6th P.M.

Section 12: NE1/4 Section 24: N1/2

with all its appurtenances.

Signed this  $13^{13}$  day of 5ert, 2012.

STEVEN D. SALVADOR, trustee of the

Mary S. Salvador Family Trust

LAURETTA J. GBBS, Trustee of the

Mary S. Salvador Family Trust

(Acknowledgments on reverse side.)

00554465 9/18/2012 11:17 AM Yuma County Recorder, BEVERLY WENGER Page 1 of 2 DEED R 15.00 S 1.00 D 0.00

### **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 6th P.M.

Section 11: NW1/4

Section 17: NE1/4 and SE1/4

Township 5 North, 47 West of the 6th P.M.

Section 12: NE1/4 Section 24: N1/2

with all its appurtenances.

Signed this  $13^{1/2}$  day of  $5e^{7}$ , 2012.

STEVEN D. SALVADOR, trustee of the

Harry J. Salvador Trust

Harry J. Salvador Trust

(Acknowledgment on reverse side.)

00554465 9/18/2012 11:17 AM Yuma County Recorder, BEVERLY WENGER Page 2 of 2 DEED R 15.00 S 1.00 D 0.00

STATE OF COLORADO )
Country of Phillips )s.
County of Thirips )
The foregoing Deed was acknowledged before me this 13th day of, 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.
Lymila Mille
Notary Publication
My commission expires: 1-1-15 Notary Publication Notary Not
101dh
E Nublic , E
STATE OF COLORADO )
) s.
County of Phillips )
The foregoing Deed was acknowledged before me thisday of
, 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.
VIIII ( ) lille .
Notary Public
My commission expires:
THE TRANSPORT OF THE PARTY OF T
Noton \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Aublic St. Color C
Million Committee Committe



0055658/3/25/2013 10:06 AM Yuma County Recorder, BEVERLY WENGER Page 1 of 1 BARGAIN R 10.00 S 1.00 D 0.00

### 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 6th 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;

STATE OF COLORADO ) ss. County of

The foregoing Bargain and Sale Deed was acknowledged before me this 22

March, 2013, by STEVEN D. SALVADOR.

WITNESS my hand and official seal.

May Commission Expires Sept. 6, 2013

with all appurtenances.

## UNITED STATES OF AMI

to Whom these Presents shall come. QREETING

**Parcels** 

TO BILL TO THE INDUCTION OF THE COUNTY COUNTY AND THE COUNTY OF THE COUN	F5, #5/
Homestead Certificate No. 94  APPLICATION 8679  Whereis, There has be endeposited in the General United States a Certificate of the Register of the Land Office at States Ling Golden do	& #6A
it appears that, pursuant to the Act of Congress approved 20th May, 1869, "TO SECURE HOME.	uma and mo
ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of	
On thoung @ Mort II has been established and duly consummated, in	conformity
to law, for the	
South East quarter of Section ninsteen in Towns;	Lip
fin north of Clauge forty six Orest of the Sixth	Prin-
Cipal Meridian in Colorado, containing one fun	es des d
and dixty Ocres	
. 28.	

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, grant edby the UNITED STATES unto the said Cler Hone Q. Mort Il the tract of land above described: To Have and to Hold the said tract of Land, with the appurtena nees thereof, unto the said

and to heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights t oditches and r eservoirsused in connection with such water rights, as may be recognized and a cknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lade to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby grant ed, as pr ovidedby law.

In Testimony Whereof, I, Sengauin Elanison 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 Declus Lea , in the year of our Lord one thousand eight hundred and Rice by one , and of the Independence of the United States the one hundred and Diviery 12

BY THE PRESIDENT: Seyamin Harison

By 6. Mac far land ast Secretary.

J. Coursell Recorder of the General Land Office.

Od in Levino

Filed for Record the 28 day of Jany A. D. 189 , at 9 o'clock a. M. John M. Heineko

Recorder.

Deputy.

## THE UNITED STATES OF AMERICA.

Certificate No. 5 - 9-
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
Whereas, Milliam Howling & Muniter County to Norse
had deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at whereby it appears that full payment has been made by the said
according to the provisions of the Act of Congress of the 24th of April, 1829, cutified "An Act making further pro-
vision for the sale of the Public Lands," and the acts supplemental thereto, for
The Henth west quarter of section wineteen in township in Forth &
Change fully six West of the sixth Bunisher of sixther in Someon
containing me hundred and sixty one acres mos thirty here
hundredthis 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 had 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 heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all
the rights, privileges, immunities and appartenances, of whatsoever nature, thereunto belonging, unto the said
and toheirs and assigns forever; subject to any vested and account 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 voin or lode to extract and remove his one 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 acroly granted a right of way thereon for diletes or canals constructed by the authority of the
IN TESTIMONY WHEREOF, I, Lang assesse Lowered President of the United States
of America, have caused these letters to be made putent, and the Seat of the General Land Office to be become affixed.
day of Alletter with the City of Washington, the The Coursand sine
hundred and sixuely and of the Independence of the United
SEAL. States the one hundred find of CELLETTE BY THE PRESIDENT: Lend destine to a receive.
By Elieu Mercaniand Recorder of the General Land Office.
Recorded, Colorado Vol. 12 Page (a.t
Filed for Record the 24 day of July A. p. 1947, at & o'clock Cl.M.
Filed for Record the St day of July A. p. 1917, at & o'clock Cl.M.
Caundar Coundar

# THE UNITED STATES OF AMERICA.

Cha-14 01772	To all to W	hom these	Presents shall come, Greating:
Sterling 01378	)		
Homester Getificate No.	{	1171	
APPLICATION.			There has been deposited in the General Land Office of the
tailed States a Certific has been deposited whereby it appears that	eatr of the Registe in the General i, pursuant to the	er of the La Land Offi Act of Cong	nd Office at. Sterling , Colorado, lice
			MAIN," and the acts supplemental thereto, the claim of
Felix D. Spelts		annie i i	hus been established and duly consummated.
in conformity to law, f	for the southwe	st quarter	of Section Nineteen in Township Five North, of Range
Forty-six west of t twelve-hundredths a		ipal Merid	lian, Colorado, containing one hundred sixty-one and
			* 10 * 10 * 10 * 10
U19 10 1 2			
according to the Official	Plut of the Surt	ry of the se	aid Land, returned to the General Land Office by the Surveyor
General:			
NOW KNOW YE. 1	That there is, ther	efore, grant	ed by the UNITED STATES unto the said elaiment
andrale an en			the tract of land
above described: TO H	AFF AND TO H	OLD the say	id tract of land, with the appartenances thereof, unto the said
claimant			377, 111, 111, 111, 111, 111, 111, 111,
	laimant	us audient to	any vested and accrued water rights for mining, agricultural,
			ches and reservoirs used in connection with such water rights,
	_		I customs, laws and decisions of courts, and also subject to the
right of the proprietor o	f a vein or lode t	extruct an	d remove his ore therefrom, should the same be found to pene-
trate or intersect the pr	remises hereby of	unterly us to	provided by law. And there is reserved from the lands hereby
granted, a right of way	thereon for ditch	es or canal:	s constructed by the authority of the United States.
IN TESTIMONY WE	HEREOF, 1,	Hoodrow Wi	President of the
(10.00)	United States of	America, h	ave caused these letters to be made Patent, and the Seul of the
DAITED STARE	General Land Of	lice to be he	reunto uffixed.
/	GDTEN $u$	nder my h	and, at the City of Washington, the twentieth
SEAL.	day of May		, in the year of our Lord one thousand nine hundred and
The The ser	thirteen	н эт н	and of the Independence of the United States the one hundred
12 LAND	and thirty-s		
m			
	President:		By M.P. LeRoy, Secretary.
Recorded, Colorado Fel. Pat	ent. Number 335		
Pagh	manual de la	H.W.S	Sanford Recorder of the General Land Office.
Filed for Record the	12th	day of No	ovemberA. D. 1913, at 6.00 _o'clock A.M.
			Harry H. McKinney

# 279895

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

United States by the President,
By M. McKean, Secy.
I. R. Connell, Rec.
G.L. O. (sea)

Fatent.

Alvah B. Talbot.

Dated Mar. 26, 1890.

NEA of Sec. 19, Tp. 5 N., R.

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

No mineral reservations.

CHRTIFICATE OF COPY: Dated Sept.

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

Acting Chief, Paterts Division.

SEAL of G. L. O.

Recorded 100 K 1052 at 3:30 mark P.

Reception \_\_\_\_ 315497\_\_\_\_\_ JOHN AUCOCK, Recorder

RIGHT OF WAY DEED

BOOK 332 PAGE 525

the County of Yuma, and State of Colorado, for and in consideration of the sum of the County of Yuma, and State of Colorado, for and in consideration of the sum of the county of Yuma, 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 (N2), of Section Nineteen (19), Township Five (5) North, of Hange 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.

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COUN	្រូវ	06.		68.		74 - 1 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	The	above	bna e	foregoing	instrument	was acknow	ledged befor	e me this	<u>್</u> day

The above and foregoing instrument was acknowledged before me this of the state of

WITNESS my hand and official seal.
My commission expires

COUNTY CLEEK & RECORDER TUBA COUNTY, WRAY, COLOMARY

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•	
	Producer's-SS-(Rev.) C3-58 OIL AND GAS LEASE ROOK 388 PAGE 23
,	Producer's—88—(Rev.) C, -3-68 OIL AND GAS LEASE BOOK SOO PAGE ? ? ?
	THIS AGREEMENT made and entered into this 2001 day of 59.
	by and between in the line in the li
	ofCounty, State of
	one or more), whose Post Office address is
	(1). That said lessor for and in consideration of the sum of 13.1 In the covenants and agreements herein contained on the part of 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 pupe lines, constructing tanks 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
	County of, State of, to wit:
	20 12 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2
	A
	346664
	County of the following described premises situate in Township. 5, Range Jút.,,  County of State of Stat
	(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 proform said and so 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,
b.	(3). The lessee shall pay to the lessor as royalty the proceeds from one-eighth (1/4) of all the oil and gas and other hydrocarbons produced and sold from the leased promises at the prevailing market refer therefore at the professions.
	(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 leaves
	the Like The lessor of for the lessor's credit in the lessor's which bank, or its successors, shall be the lessor's agent and shall confine as the depastory 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
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	the privilege of deferring the commencement of drilling operations for the further period of one year. In like manner and upon like the period of the period
f as	or of the proposition 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 that not terminate novided (1) production shall be restumed or operations for the drilling of a well shall be commented on or before the next ensuing rental paying date, or using after the expiration of three months from date of completion of the pole or cestation of production; the large date next expiration of the primary term, oil, gas or other hydrocarbon cannot be or is not being produced on add lend, or lands until each or any cause, but lessee is then engaged in drilling or reworking operations thereon, this lesse shall remain in force so long as operations to produce of the primary cannot be considered on the primary cannot be produced on add lend, or lands until each of the primary cannot be produced on add lend, or lands until each of the primary cannot be produced on add lend, or lands on other hydrocarbon, of one therefore as oil, gas or other hydrocarbon is or can be produced.
t	ended during such periods of time as such work or operations shall be calasted, merran ted or pre-critical such periods of time as such work or operations shall be calasted, interrupted or pre-critical by any cause of whatever kind and the reasonable control of the lesses. If, after productive, has been obtained as extraction made in the calasted of the calasted of the lesses.

- or nature beyond the reasonable control of the lessee. If, after producted has been distanced, operations under this lens are delayed, the lessee, this lense shall not terminate or be fortested and no right of damage shall exist mannst beyond the reasonable control of operations are commoneed or resumed within a reasonable time after remost of shall exist mannst beyond the reasonable control of operations are commoneed or resumed within a reasonable time after remost of shall exist mannst bessee by reason thereof, provided to the expiration of the primary term of this lease, production has not been estated as the commencement or continuance of operations and all other terms of this lease may be extended for successive periods of time while such cause or cause exist, by continuing the deferment of the commencement of drilling operations during the said primary term.

  (7). Lessee, free of cost, may use all, gas, or water found on said for the primary term.
- 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 surposes, but not water from lessor's wells; lessor to have free gas for stores and inside lights in the principal dwellar house on said lands, from any well thereon producing gas enalty by making his own connections therewith, the use of such gas to be at the soft rost and expense of the lessor. Gas, including recovering oil or other liquid hydrocarbons from the lensed premises, or returned to the ground, whether through wells located on any part of this lease. When requested by the lessor, the lessor that have been soil or used off the premises within the meaning, express or implied, of any part of this lease. When requested by the lessor, the lessor, the lossor shall be the located on the depth and also pay for damages caused by its operations to growing crops on said land. No well shall be drilled mearer than two handred (200) feet to the house or harm 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 cashing, fixtures, houses, buildings, and any and all other structures placed on said premises, including the right to draw and remove all cashing.
- (8). If the estate of either party hereto is assigned cand the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, excentors, 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 furna-heal, forty-five (4fb) days before payment is due, with the original recorded transfer or assignment or a certified copy thereof. If lessee a signs this base, in whole or as to specific parts, or as to an undivided interest therein, the obligation, if any, to nay rentals shall be apportuned as between the several loase 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 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.
- 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 excrises such option, it shall be subregated to the rights of any royalty or rentals accruing hereunder. The lessee may become purchaser at any such judgment, tax, mortgage or other lien, any resonances to pay one-eighth (3) of all taxes of whatseever kind or clearater new or hereafter levied by any dity constituted taxing to pay such tax and to deduct the lessor's proportionates pairs thereof from any royalty payments accruing hereunder. The ense the lessor owns a less interest in the above described premises than the entire and undivided fee simple miteral 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. 6

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BGGK -388 PAGE 333

(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 royally 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 reliable 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 make 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 cam 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 are reasonable time thereafter to correct any default, octermined, 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 like 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 country, 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, devisces, representatives, successors or assigns of said lessor or lessec.

EXECUTED as of the day and year first above written.	
med and delivered in the presence of:	•
A Mis Carty	J. C. D. Deckers
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ATTEST	THE OHIO OIL COMPANY
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ACKI	NOWLEDGMENTS
anopado (con	ORADO INDIVIDUAL)
ATE OF COLOR ACO. (COLO	86.
unity, of	TRANK SEVERNINCE
The foregoing instrument was acknowledged before me this.	BARG day of Sexteniber 105
WITNESS my hand and official seal.	<del>"گ</del>
My Commission expires March 6, 1963	To rolly M. Licheford Nother Public.
	as alles II. lastedo de
	Notary Public.
	Notary Public.
	A CONTRACT OF A CONTRACT AND
	A CONTRACT OF A CONTRACT AND
'ATE OF	FILED ON MARGIN OF SECOND, WIFE MUST JOIN)
'ATE OF	FILED ON MARGIN OF SECOND, WIFE MUST JOIN)
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(COLORADO, WHERE HOMESTEAD MINEY Of The foregoing instrumer, was acknowledged before or that the first should be the regard and the effect angles of the regards and the regards and the effect angles of the regards and	FILED ON MARGIN OF ACCORD, WIFE MUST JOIN)  83.  ZZACI  an of 19.  wife of the said of signing each instrument of winney freely and voluntarily, accurate and apart from
(COLORADO, WHERE HOMESTEAD MINEY Of The foregoing instrumer, was acknowledged before or that the first should be the regard and the effect angles of the regards and the regards and the effect angles of the regards and	FILED ON MARGIN OF ALCORD, WIFE MUST JOIN)  88.  2 Î. C. J.
COLORADO, WHERE HOMESTEAD COLORADO, WHERE HE	FILED ON MARGIN OF SECOND, WIFE MUST JOIN)  83.  2
(COLORADO, WHERE HOMESTEAD MINEY Of The foregoing instrumer, was acknowledged before or that the first should be the regard and the effect angles of the regards and the regards and the effect angles of the regards and	FILED ON MARGIN OF ALCORD, WIFE MUST JOIN)  83.  2.5. RCJ day of 19  wife of the said of argume and irestrument of writing freely and voluntarily, accurate and apart from Jacobsep 19  Notary Public.
(COLORADO, WHERE HOMESTEAD MINEY Of The foregoing instrumer, was acknowledged before or that the first should be the regard and the effect angles of the regards and the regards and the effect angles of the regards and	FILED ON MARGIN OF ALCORD, WIFE MUST JOIN)    82.   Z.S. Acc   day of the said of segming and irstrument of witness trady and voluntarity, segming and apart from Notary Fubile.
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COLORADO, WHERE HOMESTEAD CATE OF The foregoing Instrumer, was acknowledged before or that the client of the regats and the effect shand, Man and acknowledge the same.  WITNESS my liquid and official acad.  MY Commission expires Massack / Jack	FILED ON MARGIN OF ALCORD, WIFE MUST JOIN)  85.  2 Î. R.c.   Inc.   19    wafe of the seed of against seed instrument of writing freely and voluntarily, separate and apart from Notary Public.
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COLORADO, WHERE HOMESTEAD CATE OF The foregoing instrumer, was acknowledged before our that the farter lawlage been by me fully approved of her rights and the effect shand, sign and behaviorable the same.  WITHEST my liquid and official scal.	instrument was filed for record at 8:00  Norded in Book 288

# Recorded JAN. 11, 1967 at 11:40 O'Clock A M Recoption 3.75240 S. R. ALLISON, Recorder

% воок **44**0 расе **349** 

## RIGHT=OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one

or nove) Million C Ko	<b>√</b> ∮
whereof is hereby acknowledged, iation, Inc., a cooperative cor post office address is Holyoke, to enter upon the lands of the	for a good and valuable consideration, the receipt do hereby grant unto the Highline Electric Assocporation (hereinaftex called the "Cooperative"), whose Colorado, and to its successors or essigns, the right undersigned, situated in the County of Assocpation and more particularly described as follows:
Along the south	Section 19 Nightime to pay
side of the suf	Township 5 270 Anchor  Range 46
upon all streets, roads or high distribution line or system, an	maintain on the above-described lands and/or in or ways abutting said lands, an electric transmission or d to cut and trim trees and shrubbery that may inter- er the operation and maintenance of said line or system
any main service entrance equip Cooperative's expense shall rem	all poles, wires and other facilities, including ment, installed on the above-described land at the ain the property of the Cooperative, removable at the termination of service to or on said lands.
lands and that the said lands a	that they are the owners of the above—described re free and clear of encumbrances and liens of se held by the following persons:
IN WITNESS WHEREOF, the un	dersigned have set their hands and seals this
	W. 1. 1. 761 1100
	. 19 <u>62 .</u> <u>Waldom L. Torf</u> (L.S.) (L.S.)
STATE OF	
COUNTY OF AMILY	
CONT. OF	174
dev of	as acknowledged before me this 676 19 <u>67</u> by Lunculum C. Kelle
Solit C	Witness my hand and official seal.
My Committee on Expires	Zeyfo Raniy Notary Publid
My Commission expires Roventes 5 1967	Notary Publid

# RIGHT=OF=WAY EASEMENT

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Along the south side of the south exet f	
upon all streets, roads or high distribution line or system, and	Range To Correct of the Indiana Correct of the Indiana and/or in or ways abutting said lands, an electric transmission or d to cut and trim trees and shrubbery that may interest the operation and maintenance of said line or system.
any main service entrance equip Cooperative's expense shall rem	all poles, wires and other facilities, including ment, installed on the above-described land at the ain the preperty of the Cooperative, removable at the termination of service to or on said lands.
The undersigned convenant lands and that the said lands a	that they are the owners of the above—described re free and clear of encumbrances and liens of se held by the following persons:
IN WITNESS WHEREOF, the un	dersigned have set their hands and seals this $19~GU$ .
	<u>. Otto C. Felking.</u> (L.S.) - Lume I Linking (L.S.)
STATE OF 64	÷ 6
COUNTY OF Phills	
The foregoing instrument w	as acknowledged before me this <u>3 °</u> 19 <u> </u>
<b>57</b> 2)	Witness my hand and official seal,
My Commission Expires	Ty Olimes
My Commission expires November 5, 1967	Notary Publid

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

WHE REAS, 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,

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

E Mangi Eyests 2.00 pd

Fees \$ 2.00 pd

THE PUBLIC

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BOARD OF YUMA COUNTY COM

THIS AGREEMENT, Entered into this the	
hatting Com V V and and D	1 0 % 0 11 10
Vingas Boute	20759 hereinafter called lessor, LLRS, Texas 75201 hereinafter called lessor,
and H.G. Westerman 518 Prostorion Bldg Do	2075.0
1. That lessor, for and in consideration of the sum of . Coo. and mor	Addition of hand half and of the commute and estatement basis also
1. That lessor, for and in consideration of the sum of \(\Omega_{20}\)\(\text{2.72}\)\(1	eany part thereol with other oil and gis leases as to all or any part of the lands gleal, geophysical and other exploratory work, including core drilling and the nghead gas, casinghead gasoline and their respective constituent vapors, and all go oil, building powers, stations, telcphone lines and other structures thereon ointly with neighboring lands, to produce, save, take care of, and manufacture
all of such substances, said tract of land with any reversionary rights therein bel	ng situated in the County ofYUES
State of	
	Reception 40.23.56 Gary E Stone, Record
The Southwest Quarter (SW/4) of Section 19	, Township 5 North, Range 46 West
containing161 acres, more or less.	
2. This lease shall remain in force for a term of	years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline
	or into the pipe line to which lessee may connect its wells the equal one-eighth tion may pay to the lessor for such one-eighth royalty the market price for oil or into storage tanks.
4. The lesses shall pay to lessor for gas produced from any oil well and used of the market value of such gas at the indust of the well; if said gas is so the mouth of the well. The lesses 'stail pay lessor as royalty 1/8 of the proceed distillate or other gaseous substance is found, and where such gas is not sold or from the completion of the first such gas well during which such gas is not sold from the completion of the first such gas well during which such gas is not sold or.	by the lesses for the manufacture of gasoline or any other product as royalty sld by the lesses, then as royalty 1/8 of the proceeds of the sale thereof at its from the sale of gas as such at the mouth of the well where gas, condensate, used lesses may pay or tender annually at the end of each yearly period dabing of used, as in lieu cyalty, whether one or more wells an amount equal to the
delay rental provided in paragraph is hereof and while said in lieu royalty is so, is being produced in paying quantities; the lessor to have gas free of charge fro pal dwelling house on said land by making his own connections with the well, it	paid or tendered it will be considered under all provisions of this lease that gas m any gas well on the leased premises for stores and inside lights in the princl- ne uso of such gas to be at the lessor's sole risk and expense.
this lease shall terminate us to both parties, unless the lessee shall on or before wid	n said tand on or before the J.D.M.day of
or its successors, which Bank and its successors are the lessor's age able under this lease regardless of changes of ownership in said land	et
One Hundred Sixty and No/100 detering the commencement of operations for drilling for a period of one year operations for drilling may further be deterred for like periods successively. All	Dollars which shall operate as a rental and cover the privilege of
that the consideration first recited herein, the down payment, covers not only but also the lessee's option of extending that period as aforestid and any, and cessors in interest, the payment or tender of rentals in the manner above shall be	all other rights conferred. Not withstanding the death of the lessor or his suc- a binding on the heirs, devisees, executors, and administrators of such persons.
6. In the event taid lessor owns a less interest in the above described land rentals herein provided for shall be paid the said lessor only in the proportion the title to any interest in said land should revert to lessor, or his heirs, or his or be increased at the next succeeding rental anniversary after written notice of least 30 days prior to any such rental anniversary.	their grantes, this lease shall cover such reversion, and rentals hereunder shall
7. The lesses shall have the right to use, free of cost, gas, oil and water for lessor. When required by lessor, the lesses shall bury its pipe lines below plow said land. No well shall be drilled nearer than 200 feet to the house or barn no right at any time during, or after the expiration of this luste to remove all made including the right to draw and remove all casing, but lesses shall be under no old.	w on said premises without written consent of the lessor. Lessee shall have the ninery fixtures, houses, buildings and other structures placed on said premises.
8. If the estate of either party hereto is assigned (and the privilege of assign	ing in whole or in part is expressly allowed), the covenants hereof shall extend
to the heirs, devisees, executors, administrators, successors, and assigns, but not complished, shall operate to enlarge the obligations or diminish the rights of any sum due under this lease shall be binding on the lessee until it has been forestified copy thereof, or a certified copy of the will of any deceased owner and ment of an administrator for the estate of any deceased owner, whichever is a	essee, and no change of ownership in the land or in the rentals or royalties or urnished with either the original recorded instrument of conveyance or a duly of the probase thereof, or certified copy of the proceedings showing appoint- toproprists. Loosther with all original recorded instruments of conveyance or
duly certified copies thereof necessary in showing a complete chain of title bi- 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 learee to offset wells or wided by sale, devise, decent or otherwise, or to furnish separate measuring or as to a part or as to parts of the above described land, and the holder or owner ate part of the rent due from him or them, such default shall not operate to diessee or any assignce hereof shall make due payment of said rentals.	of any such part or parts shall make default in the payment of the proportion-
11. If at any time brior to discovery of oil or gas on said land, lessee should tion thereof should cease from any cause, this lease shall not terminate if lessee thereafter or "I st be within the primary term) commences or resumes the parafter the eapl atom of three months from the date of completion of the dry logs is not being produced on said land, but lessee is then engaged in drilling oilons are prosecuted, either on the same will or any other well thereafter commercute in the production of oil or gas, this lesse shall remain in effect so long the	yment or tender of rentals on or before the rental payment date next enjuing hole or cessation of production. If at the expiration of the primary term oil or reworking operations thereon, the lesse shall remain in force so long as opera- enced, with no cessation of more than sixty (60° consecutive days, and if they
12. Lesse may at any time surrender or cancel this lesse in whole or in paor in the proper county, in case said lesse is surrendered and canceled as to distribute according under the terms of said lesse as to the portion canceled this as acreage basis, but as to the portion of the acreage not released the terms and acreage has a surrender the protion of the acreage not released the terms and the portion of the acreage not released the terms and the protion of the acreage not released the terms and the protion of the acreage not released the terms and the protion of the acreage not released the terms are proton of the acreage not released the terms are proton of the acreage not released.	rt by delivering or mailing such release to the lessor, or by placing same of rec- ing a portion of the acreage covered thereby, then all payments and liabilities all cesse and determine and any rentals thereafter paid may be apportioned on
of all governmental agencies administering the same, and this lease shall not be ages for failure to comply with eny of the express or implied provisions hereof it pretations thereoff. It lesses should be prevented during the last six months of constituted authority having jurisdiction thereover, or it lesses should be unathe drilling thereof not being available on account of any cause, the primary	f such failure accords with any such laws, orders, rules or regulations (or inter- if the primary term hereof from drilling a well hereunder by the order of any lie during seid period to drill a well hereunder due to equipment necessary in term of this lease shall continue until six months after seid order is suspended
and/or said equipment is available, but the lessee shall pay delay rentals herein p  14. Lesse, at its option, is hereby given the right and power to pool or comb of, with other land covered by another lease, or lesses adjoining same or in th so in order to properly develop and operate said lease premises so as to promo of tracts adjoining same or in the vicinity thereof as to form a compact unit o an oil well, or into a unit or units not exceeding 650 acres each in the event o	ine into one or more units the land covered by this lease, or any portion there e vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do it the conservation of such minerals in and under said land, such pooling to be or units, and to be in a unit or units not exceeding 43 acres each in the event of
file for record in the county in which the land is situated an instrument identify or units shall be treated for all purposes, except the payments of royalties on tion is found on any part of the pooled acreage it shall be treated as if produ this lease or not. Any well drilled on any such unit shall be and constitute a w ceive on production from the unit so pooled only such portion of the royalty st basis bears to the total mineral acreage to pooled in the particular unit involved	ring and describing the pooled acreage. The entire acreage so pooled into a unit production from the pooled unit, as II it were included in this lease, if produc- ction is had from this lease whether any well is located on the land covered by elike the very lease of the control of the con
15. This lesse and all its terms, conditions, and stipulations shall extend to a	
	••
IN WITNESS WHEREOF, we sign the day and year first above written.	0 1 11 11
minimo	carl W. Nas
	(Carl W. Korf)
	to have the
	(Darlene G. Ko≿) /

Before me, the undersigned, a Notary	Public, within and for said county and state,	on this2 # 4.
of yours	, 10_77, personally appeared Can	1 W. Kore
i Derle	one G. Yord, his wife	••
	,	The second second
it they executed the same as +1	boir free and voluntary act and deed for	the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have her	reunto set my hand and official scal the day at	the uses and purposes therein set forth. In the set of
" 1	1971 Jun 7 Jean E. Cr	christen !

#### 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 enulpment used by Lessor for taking

same and Lessor's irrigation to not interfere with any of	operations and equipment shall be at all times be so situated and operated as erations by Lessee for or in the production of oil or gas on said land.
" WALT " " "	
NOTE: When signature by	mark in Kansas, said mark to be witnessed by at least one person and also acknowledged acknowledged
STATE OF	s3. ACKNOWLEDGMENT FOR INDIVIDUAL (Kuns., Okla., and Colo
Before me, the undersign	, a Notary Public, within and for said county and state, on this
	, 19, personally appeared
to me personally known to be t	identical person_who executed the within and foregoing instrument and acknowledged to
that executed the	ame asfree and voluntary act and deed for the uses and purposes therein set fo I have hereunto set my hand and official seal the day and year last above written.
My commission expires	Marin D. D.
	Notary Public.
	45

Kans Okla, - Colo,			I.EASE	BOOK 513 PAGE 451
THIS AGREEMENT, Entered into this the	8th 17 day of		Kerch	
etween	kinga. ding	lo zan	- Ei	
Yuka	Qolorado 807	50		haalisele et ee
H.G. Lesterman 518 Pro	otorian Blde	Dc.11a	s Texas 75201.	
19. mining and operating for producing a	e purpose of carrying	on geological,	geophysical and other exp	hereinalter called lessor, hereinalter called lesser, do fi the covenants and agreements hereinalter eby grant, lease, and let exclusively unto the and gas leases as to all or any part of the lands loratory work, including core drilling and the and their respective constituent vapors, and and interpolane lines and other structures, and and
ary or convenient for the economical oper	ration of said land alone	or conjaintly	with neighboring lands, to	and their respective constituent vapors, and all, , telephone lines and other structures thereon p produce, tave, take care of, and manufacture
of	y reversionary rights th	erein being sit	uated in the County of ,	Yuzz
Town: Sect	ship 5 North,	Range	46 West	
3	* 30: All	) <u> </u>	Recorded May	6, 1977 #12:30 Track
ining1120 scres, more or	less.		Reception 40	2359 Gary E Stone, Res
This lease shall remain in force for a term	of	\)y	ears and as long thereafter	as oil, gas, casinghead gas, casinghead gasoline
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e grade and gravity provailing on the day su The lessee shall pay to lessor for gas prod	luced from any oil well.	and used by ti	ne lessee for the manufactu	ire of gasoline or any other product as royalty
of the market value of such gas at the mo- mouth of the welf. Tho lesses shall pay less likte or other gaseous substance is found, an- the completion of the first such gas well d y rental provided in paragraph 5 hereof and	with of the well; if said sor as royalty 1/8 of the id where such gas is not luring which such gas is I while said in lieu royal or to have gas fiee of ch	gas is sold try e proceeds from sold or used in not sold or us ity is so paid of narge from any	r the lessee, then as royalt in the sale of get os such at tessee may pay or tender an ed, as in lieu royalty, whetl ir tendered it will be consid ir das well on the leased pre-	y 1/8 of the proceeds of the sale thereof at the mouth of the well where gas, condensate, nually at the end of each yearly period dating her one or more wells, an amount equal to the elected under all provisions of this lease that gas missis for stores and insufer lights in the princi-
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successors, which Bank and its su	ccessors are the less	Bani at oris agent a	nd shall continue as th	ne depository of any and all sums pay ne rentals to accrue hereunder, the sum of
under titis lease regardloss of changes IThiotichandChey.lium.linavi	of ownership in sa	o/100	the oil and gas or in the Dollars which shall oper	ne rentals to accrue hereunder, the sum of ate as a rental and cover the privilege of e payments or tenders the commencement of
plons for drilling may further he deterred to of, mailed or delivered on or before the re the consideration first rec'ied herein, the c iso the lesses's option of extending that p	or tike periods successivental paying date, eithe dove a payment, covers seriod as aforesaid and	rely, All payrn or direct to less not only the p any and all of	ents or tenders may be may sor or assigns or to said dep privilege granted to the date ther rights conferred. Not w	e payments or tenders the commencement of tide by chock or draft of lessees or any assignce to story bank, and it is understood and agreed is when said first ren'al is payable as aforesaid, withstanding the dealh of the lessor or his suc- executors, and administrators of such persons.
herein provided for shall be paid the sai le to any interest in said land should raver eased at the next succeeding rents! anni O days prior to any such rental anniversary	id lessor only in the pro it to lessor, or his helrs, versary after written no f.	portion which or his or their otice of such i	i his interest bears to the sy- grantee, this lease shall co- reversion by lessor to lesse	ee simple estate therein then the royalties and hole and undivided fee; nowever, in the event ver such reversion, and rentals hereunder shall le, provided said notice is received by tessee at
, When required by lessor, the lesses shall and, No well shall be drilled nearer than 20	bury its pipe lines beli 00 feet to the house or of this lease to remove	ovy plow dept tare new on t all machinery	h and shall pay for damage said premises without writt · fixtures, houses, buildings	ns thereon, except water from the wells of the consisted by its operations to growing crops on en construct of the lessor. Lessee shall have the and other structures placed on said premises,
If the estate of either party hereto is assige e heirs, devisees, executors, suministrators, lished, shall operate to entarge the obligatum due under this fease shall be binding of ied copy thereof, or a certified copy of the of an administrator for the estate of any certified copies thereof necessary in showinereauder before receipt of said document. There shall be no obligation in the part by tale, devise, descent or otherwise, or to a part or as to parts of the above described and of the rend due from him or them, suc	ined (and the privilege or, concessors, and assign consor diminish the right the lessee until it ha will of any deceased or deceased owner, which ing a complete chain or a shalf be binding on an of the lessee to offset of timish separate measur I land and the holder of the default shall not open the same the same the same the same the same the same the same the same the same th	of assigning in s, but no chan is, but no chan is, but no chan it is seen furnish where and of the leaver is appropriately of title back to wells on separing or receipt rowner of an	whole or in part is expression of division in pownership and no choinge of ownership and no choinge of ownership with either the original priate, together with all or lessor to the full interest irect ass'gine, granter, downership with the ling tanks, it is hereby agree y such part or parts shall my such part or parts shall my	ly allowed), the covenants horeof shall extend of the land, rentals, or roya'ties, however acting in the land or in the rentals or royalties, or recorded instrument of conveyance or a duly lied copy of the proceedings showing appointiginal recorded instruments of conveyance or cisimed, and all advance payments of rentals use, administrator, executor, or heir of lesson, ond coverand by this lesse may be hereafter died that in the event this lesse shall be assigned take default in the payment of the proportionable default in the payment of the proportionals of the proportion which the solutions are the proportionals of the proportion and the proportion of the proportion and the proportion and the proportion and the proportion which the proportion and the proportion
e or in part any taxes, mortgages, or other	lend the title to the lar liens existing, levied, or	assessed on o	r against the above describ	lessee, at its option, may pay and discharge in ed lands and, in event it exercises such option
any royalty or rentals accruing hereunder,				e discharge of any such mortgage, tax or other , or if after, discovery of oil or gas the produc-
thereof should cease from any cause, this leadeter or (if it be within the primary term the expiration of three months from the country being produced on said land, but less are prosecuted, either on the same well or a	ease shall not terminate commences or resume date of completion of see is then engaged in dr any other well thoreafte	If lessee comes the paymen the dry hole o illing or rework tokninger	nences additional drilling of t or tender of rentals on our cessation of production, iking operations thereon, it with no cessation of more	or reworking operations within sixty (60) days to before the rental payment date next ensuing If at the expiration of the primary term oil or he lease shall remain in force so long as opera- to the sixty (60) consecutive days, and if they oil or gas under any provision of this lease,
<ol> <li>Lessee may at any time surrender or can in the proper county. In case said lease is s safter accruing under the terms of said lease</li> </ol>	ncel this lease in whole surrendered and cancele se as to the portion can	or in part by a id as to only a deled shall cea	delivering or mailing such r Portion of the acreage cov se and determing and any r	elease to the lessor, or by placing some of received thereby, then all payments and liabilities rentals thereofter paid may be apportioned or
rposes.  All provisions hereof, express or implied, governmental agencies administering the portaining to pay the expression of the expression failure to comply with any of the expression.	, shall be subject to all tages ame, and this lease shall as or implied provisions	lederal and sta I not be in any hereof if such	ité laws and the orders, ruid r way terminated wholly or a feilure accords with any s	ontinue and remain in full force and effect for os, or regulations (and interpretations thereof) partially nor shall the lessee be lieble in dam- uch laws, orders, rules or regulations (or inter- t drilling a well hereunder by the order of any
ituted authority having jurisdiction thereo	over, or if lessed should unt of any cause, the p	be unable du primary term	ring said period to drill a of this lease shall continue	well hereunder due to equipment necessary in until six months after said order it suspended
Lessee, at its option, is hereby given the ri- ith other land covered by another lesse, o order to properly develop and operate saic lots adjoining same or in the vicinity there	ight and power to pool or leases adjoining same d lease premises so as to tof as to form a compa	or combine in or in the vicin promote the ct unit or unit	to one or more units the la nity thereof, when, in lesses conservation of such mine s, and to be in a unit or uni	ind covered by this lease, or any portion there o's judgment, it is necessary or advisable to do rais in and under said land, such pooling to be its not exceeding 43 acres each in the event of
or record in the county in which the land is	., ooo oures each in the situated an instrument	identifying a	nd describing the pooled ac	tillate well. Lessee shall execute in writing and creage. The entire acreage so pooled into a unit
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#### 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.

same and Lessor's irrigation operations and equ	ulpment shall be at all times be so situated and operated as
to not interiere with any operations by Lessee	for or in the production of oil or gas on said land.
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NOTE: When signature by mark in Kansas, said mu For acknowledgment by m	ark to be witnessed by at least one person and also acknowledged, ark, use regular Kansas acknowledgment.
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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 IN WITNESS WHEREOF, I have hereunto set my	e and voluntary act and deed for the uses and purposes therein set forth, hand and official seal the day and year last above written.
My commission expires	Notary Public.
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Reception 413865 Margie Eyestone, Recorder

File No. <u>*NIO*</u>

#### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )

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, SHI P.M. BECTION 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 ties and that no representation or statments, verbal or
written, have be Agreement.	een made modifying, adding to, or changing the terms of this
	IN TESTIMONY WHEREOF, the GRANTORS herein have executed
this conveyance	on this day of
	AUGUST 14, 1979.
	LANDOWNER'S SIGNATURE
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	TENANT'S CONSENT
•	The undersigned tenant and/or holder of a surface lease
•	EXECUTED this day of
STATE OFCOC	LORADO )
	) SS
COUNTY OF V	UMA )
	AND SWORN TO BEFORE ME, WESTON,
A NOTARY PUBLIC	IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF
AUBUST	14. 1979, BY OTTO E. LUEKING
	ONALLY KNOWN TO ME AND KNOWN TO ME TO BE THE SAME PERSON(S) WHO
	REGOING INSTRUMENT AND WHO DULY ACKNOWLEDGED THE EXECUTION OF SA
	HAND AND SEAL.
	r.
Manual Ma	Julia Willes Land
See Marine Marine Control of the Con	Stan My Weston
11/5 0 00 00 00 00 00 00 00 00 00 00 00 00	NOTARY PUBLIC
S. D. MY COMMITTEE	
TA COMMISS	ion expires: 8-1-82
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Reception ......413866...... Margie Eyectone, Recorder

File No. N2C

#### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )

COUNTY OF YUMA )

For and in consideration of <u>TEN\_AND\_MORE</u> Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby GRANT, SELL and CONVEY to

J-W OPERATI

WY 1900 LTV TOWER DALLAS, TEXAS 75201

ALONG THE WEST SIDE OF TOWNSHIP 5 NORTH, RANGE 46 WEST, GA 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.

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between the parties and	that no represen	ntation or sta	tments, verb	al or	
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ELLEN WEST		RY PUBLIC	<b>,</b>		

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THIS DEED, Made this day of April , 19 82 Carl W. Korf and Darlene G. Korf BROOK 583 PAGE 064of the County of Yuma and State of Colorado, of the first part, and Otto E. Lucking, Jr. Wages Rt. Yuma, Colo County of Yuma of the and State of Colorado, of the second part: WITNESSETH, That the said part as of the first part, for and in consideration of the sum of two hundred thirteen thousand and M9/100------DOLLARS to the said parties of the first part in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha we granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Yuma and State of Colorado, to wit: SW% Section 19, T5N, R46W, 6PM excepting and reserving all minerals. Subject to a first lien Deed of Trust running in favor of Federal Land Bank which grantee agrees to pay. Including all water, water rights and irrigation permits thereto appertaining and specifically including the following described permit: Permit No. 17951-F along with the pumps, motors, sprinklers and irrigation systems located thereon. also known as street and number 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 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 of the second part, his heirs and assigns forever. And the said parties of the first part, covenant, grant, bargain, and agree to and themselves heirs, executors, and administrators, do with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery well seized of the premises above conveyed, as of good, sure, perfect, absolute and of these presents, are 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 as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, subject to mineral reservations, leases, conveyences, easements and restrictions of record, and taxes for the year of 1982 and subsequent years. and the above bargained premises in the quiet and peaceable possession of the said part y of the second part, heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part is of the first part shall and will WARRANT AND FOREVER DEFEND. IN WITNESS WHEREOF, the said part is of the first part ha ve hereunto set their hand s and seals the day and year first above written. STATE OF COLORADO, County of

County of YUTNA ]
The foregoing instrument was acknowledged before me this

My commission expires June 22

19 82 , by Carl W. Korf and Darlene G. Korf

0+h

day of April

1983 Witness my hand and official sea

Notary Jublic

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1982

#### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )
COUNTY OF YUMA )

FILE #\_\_\_\_\_

For and in consideration of <u>TEN AND MORE</u> 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 NCRTH, RANGE 46 WEST, 6th P.M. SECTION 19; N/2 of NJ/4

POOR CORY

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 CRANTEE 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 Ja 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 Salarado COUNTY OF Juma SUBSRCIBED AND SWORN TO BEFORE ME, Wale Massessa a Notary Public in and for the County and State aforesaid, SUBSRCIBED AND SWORN TO BEFORE ME, of Sept 10, 1981, by Atto Lucking gr. 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. Wale 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 DOOK 586 PAGE 185

#### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO

COUNTY OF YUMA

FILE # N25 '3" >

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:

STRATING OF A DOINT APPROXIMATELY 1740 FEET SOUTH OF THE NE CORNER AND RUNNING APPROXIMATELY 1740 FEET WEST PARQUEL WITH THE NORTH LINE OF !

TOWNSHIP S NORTH, MONCE 46 WEST, 644 AM. SECTION 19; NE/Y

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 improvments 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 stress that if rocks and/or clay are found below operation the processor construction of any pipeline within the processor of the purposes are also as a same of the processor of the purposes of the purposes of the purposes of the processor of the purpose of the processor of the purpose of the purpo

2008 **5**86 PAGE 186

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

conveyance on this day of	Caccateu Lins
<u>Novernse</u> x	<u> 77, 1980 .</u> .
ANDOWNER'S SIGNATURE	
Otto Licking Jr.	
TENANT'S CONSENT	
of sald rights under said consent  EXECUTED this day of	premises, as a result of the exercise shall be paid to him.
TATE: OF <u>COLUMBO</u> O	)
TATE OF <u>COLORADO</u> OUNTY OF <u>Yump</u>	SS
SUBSECTIBED AND SWORN TO BEFORE N	T. Angles of City of Ace
Motary Public in and for the Cou	ME, <u>Jowers L. Sterelock</u> unty and State aforesaid, on this day
no is/are personally known to me	by OTTO LUEKING JR and known to me to be the same person(
xecution of same	and known to me to be the same person( ment and who duly acknowledged the
WITNESS my hand and seal.	
Romally L Victory	
Not My Comm. e My Comm. e	ary Public expires April <b>15, 1981</b>

©

# 羅川 바다 (以・) (하고, 이가, 미국에 이나가 미국(出山) 표(八)

00523415 Ned Jul 27 14:15:31 MDT 2005 Yuma County Recorder, Beverly A Wenger Page 1 of 2 ROW R10.00 51.00 D

## RIGHT-OF-WAY AGREEMENT



STATE OF COLORADO ) SS COUNTY OF YUMA )

FILE #254

For and in consideration of <u>TEN AND MORE</u> 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, 6th 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, 6th 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, 6th 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, 6th 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

90523415 Med Jul 27 14:15:31 MDT 2005 Yuma County Reporder: Beverly A Wenger Page 2 of 2 ROW R10.00 51.00 D

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 \_S \_\_\_\_\_ day of June 2005.

LANDOWNER'S SIGNATURE
Otto E. Lueking, Jr.

STATE OF <u>Colorado</u>
) SS
COUNTY OF <u>Yuma</u>
)

SUBSCRIBED AND SWORN TO BEFORE ME,

Mati M. Mulder , A NOTARY PUBLIC IN AND FOR THE COUNTY
AND STATE AFORESAID, ON THIS BY 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.

MY COMMISSION EXPIRES: May 04, 2009

My Commission Expires: 5-04-2009

Parcel #4A PATENT PATENT BOOK 14 Date\_ 285

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.

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Cotober 16

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Mary Eyes \$ 2.00 pd

Fees \$ 2.00 pd

THE PUBLIC

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BOARD OF YUMA COUNTY COMM

CRIDER ORDER

Recention 408030

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Form 88—(Producers) Kan., Okla, & Colo, ,1957	C Rev 19	76 OIL AND	GAS LEASE	one, Recorder BOOK 528	PAGE <b>59</b> 5
THIS AGREEMENT, between FREDDIE H. Wages Route	HILLMAN, and	. 8th day ELVA I. HILLM	or May AN, husband and w	ife.	, 19 <u>7</u> 8
Yuma, Color	ado 80759	·		hereinas	ter called lessor,
<ol> <li>That lessor, for and in to be performed by the lessee, hereinafter described land, and thereby as hereinafter provided and operating for, preducing, and for constructing roads, la</li> </ol>	consideration of the has this day grante with the right to an left to the purpose of e and saving all of the ying mue lines, build	sum of TEN d, leased, and let and by titze this lease or any par- arrying on geological, geop- oil, kas, canaghead gas, ne tanks, storing oil buil	Dollars in hand paid and of t these presents does hereby gra t thereof with other oil and gas hysical and other exploratory we casinghed gasoline and all of they prove stations telaphor	nver, Concrementer catted less the covenants and agreements here until lease, and let exclusively unit leases, as to all or any part of tak, including core drilling, and the her gases, and their respective co. Illnes and other structures there, save, take care of, and manufath	cinafter contained to the lesses the lite lands covered drilling, mining, mixituent vapors,

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

Section 25: SEt Section 28: NE

### See attached Rider which is incorporated herein by this reference.

Yuma \_\_\_\_\_ sinte of Colorado \_\_\_\_ and described as follows:

and containing 320,00 acres, more or less. 2. It is agreed that this lease shall rebiain in full force for a term of FIVE (5) years from this orte, and as long thereafter as oil or gas, or either of them, is produced from said land for 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 oredit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (%) 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 (%) of the proceeds if sold at the well, or if marketed by lessee off the lessee premises, then one-eighth (%) of its market value at the well. The lessee shall pay the lessor; (a) one-eighth (%), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well (a) one-eighth (%) 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 of the leased premises for any purpose or used on the leased premises for purposes other than the development and operation theroi.

Where gas from a well or wells, enable 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 ... 1970, this lease shall terminate us to both parties, unless the lessers 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 us 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 herounder, the sum of Three Hundred Thenty & No. 100 bollars, 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 trenders the commencement of operations for drilling for a period of one year. In like manner and upon like payments or trenders 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 lesseor or assigns or to said depository bank, and it is understood and agreed that the consideration (first recited hersin, the down payment, covers not only the privilege granted to the date when said first recited hersin, the period and advocasid 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 hereby surrender this lesse 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 he 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 he last preceding paragraph hereof, governing the payment of centals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said leasor 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.

3. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its uperations thereon, except water from the wells of the lessor. When required by lesser, 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 an said premises willhout written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lesse to remove all machinery, fixtures, houses, buildings and other structures premises, including the right to draw and remove all consists. Lessee agrees, upon of any test ax a dry hole or upon the abandonnesh 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 nereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royatties 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 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 here-under before receipt of sald 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 ront 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 assigner hereof shall make due payment of said rentals.

Til. 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 subregated 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 according hereunder.

12... Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if leasee 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 1601 days from such results and the production and, this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production

Continues:

11. 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, lesse, or lesses in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well many be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed a gent drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed a gent drilled or operations conducted on ownership subdivisions or lesse lines. Lessee shall exercise that the provided in the such proportion of the interpolation of the interpolation of the drilled or operations conducted on the laws described and 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 proportion of the interpolation of the production of allocated that the production of allocated shall be considered by any of the entire production of the portion of the above described land under the terms of this lesse.

This lesse may be signed with the such the day and cear first above written.

	is singuistic safe it is signed above and regardless of whether it is signed the singuistic safe it is signed to same effect as the original.	by ar	ny of the other parties herein named	as lessors. This lease may be s
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1 13	IN WITHEST WHENDY WE SIGN the day and year first above written.		x Eline I.	Il More
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<u>ල</u>	"""""" FREDDIE H. HILLMAN	62	ELVA I. HILL <b>MAN</b>	

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and	Elva I. H	illman, husba	and and wife	·		<del></del>	
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and volu	intary act and deed	for the uses and p	urposes therein set	forth,	1.		
IN '	WITNESS WHER	EOF, I have here	unto set my hand	and affixed m	y notarial seal	the day and year	last above written.
My Com	nmission Expires	Movember 20,	1901		gei w	millima	Notary Public.
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	OIL AND GAS LEASE FROM FROM FROM FRIM	EVA 1. HILLMAN  TO  TESORO PETROLEUM CORPORATION	Acres	County	of 8:30		
11	0 1 4	., <u>,</u> ,		: #YY #	I		u H

DOOK 528 PAGE 597

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:

UIUL

X Troppie A. Killnan

FREDDIE H. HILLMAN

ELVA I. HILLMAN

1979, 1:30 0'Clock.

Margie Eyestone, Recorder 414018

File No.

#### 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:

GOUTH SIDE NORTH, RANGE 47 WEST, 6th

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 statments, 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 LANDOWNER'S SIGNATURE Fredrie Hillow 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 COUNTY OF SUBSCRIBED AND SWORN TO BEFORE ME, YOUN M. WESTO A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF 1979, BY FREDDIE HILLMAN & ELVA HIL WHO MARE 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 COMMISSION EXPIRES:

©

349

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

ţ.,

SOCUMENTARY FEE. 46 5566

©

County of Yuma

Yuma

, and State of Colorado,

low 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

County of

12481 County Rd 46, Yuma, Colorado 80759

, 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

Section 28:

NE

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 SEL 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 ch

day of april

, A.D. 1982

Title loregoing instrument was acknowledged before me this 30 day of Cyrcl 1982

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 ship

My commission expires Jan 7, 1984

Nadine Fatt

Notary Public

If by natural person or persons here insert name or names, If by person acting in representative or official capacity or as atterney 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 701 PAGE 536

Holyoke, Colorado Irrigation Power Contract

THIS AGREEMENT, made and entered into the 12th day of F	e bruary
referred to as the 'Association' and Otto E. Lucking .	herefuller referred to to the "Owner"
WithESSEIM. That as such livres as the Association makes electric energy available to the Owne for all electric energy used on the following described premises, less any parcel of land in the	t Ma Carter research reserving from the Association and one marks to the Association
1/4 ofSE 1/4 of Sec 25 hep 5N pange	47 County of Yuma Both of Colc rado
hames are Husepower 125 valage 480 Prices	3 bling HP
The Chi. 1et for the service and the rules and regulations governing the earne shall be as provi in those Julies and Regulations as may hereafter be adopted by the Association.	ded in the general rules and seguidifions of the Association, and any such future changes
ANRIAL MITANUAL CHARGE Except where the line extension policy results in a higher minimum toy the Association	or the find five years, the minimum shall be based on the billing horsepower of rate arisple a
DETERMINATION OF BILLIAGE HORSEPOWER the beling horsepower will be the lotal of the inland of written returned for and prejudy the Association's elemented cost of making a feet of the horsepolicy. It to the motor under statificed and narmal operating conditions, regalities of whether the event will billing horsepower the less than 7-172 HP for single chase service or 15 HP for three ph	with input and the billing horsepower thereafter shall be the cartual measured nonepower. I tested horsepower input a presser or less than the name pints to preserve as double to me
RENTAL CHARGE. After the first five years, if the Owner redesing service under an impation contribute five desires to native the Association facilities remain, but he does not intend to use any elementarism material contract then in force. The contract shall remain inful force and effect if natice is this his practiby the Consumer.	Clicity the motel charges for interest the for dans in citizen short his own and at the course
FATIATION Owner agrees to pay bring as playeded in the Rules and Regulations of the Aleac allows that recurs in advance a deposit in an amount equal to the highest one month being for the mill or receiverable proceedings shall be rionadeted definitioned for deposit purposes.	i. If the owner, during the preceding year, was dolinguent in payments due, the Association of recent year that the service was operating normally. Any service involved in banks, play
The dwiner further agrees that he alone shall be responsible for payment of all charges for this sen- further agrees that the indeptedress incurred under the contract shall be considered as a sen- some as any other valid sen-an real entate. It is Association in the event if shall be some in statument in the of responsible size in anotice of size no agricular shall be event if shall be some instances any ten tremender. The owner agrees that a reasonable amount of attathey's feet and posts may	sporer the real estate shows described and may be enforced by forectiouse thereof, the fits of the proper County Clear and Recorder where the real estate as sturies; must niture of the Allociation to employ course to enforce the terms of the confinct or forecists.
IEFM AND CARCELLATION. The infiniterin of the Agreement shall be furthly consecutive angels shall be deemed to extend sufformatically for subsequent seasons unless the owner shall have a poly the consult maximum.	on seasons following the iddle hereof regardless of whither or not the senice is used, and went written horice to the Association by the preceding february. If of his unwillingriess to
Following the giving of written notice by the Owner to the Association, as provided above, the conflict having a ferm of one yest providing the Association is described above, the Association into remove the facilities needed to serve the engation well writers revisit should be served to prepay funds the estimated remaining the country terminal treatment of the stream of the served to prepay funds the estimated remaining the server.	ICLUSTRANT has not been terroved. Following concellation of the contract in the increase.
(ACAT OF ACCESS. Owner agrees to provide and maintain an occient road from the nearest Ni an proyect for the purpose of redaing the mater and for marrierance of the Association's face record reach the meter and not be required to arise regation afforces or crops.	ghway to the impalion well and to grant the use therof to the Associations vehicles and like Such mad shall be so excited and maintained that the Association's equipment may
MOTOR PROTECTIVE EQUIPMENT, LIGHTHRIG DAMAGE If ungreen the Association without be loss or from distringe couled by lighthing. The Association will not be liable for failure to furnish power.	is foliany diamans occasioned by this fahirs of lack of propier motor protective equipment or or fahirs of Luwer-fol rany reason beyond its control
UNDEPERFORD SERVE. If the owner will be using self-proposed writering equipment that course incidengly-incident self-or post determined by the Association but not post the fest mounted incident in the Association will receive the Association will reserve the Association determines that the location of the underpround senses makes the original monitor that the location of the underpround senses makes the original monitor that the location of the underpround senses makes the original monitor that the location of the underpround senses the location of the underpround senses that the location of the underpround senses the location of the underpround senses the underpround senses the location of the underpround senses the l	contect. The owner will be billed in the actual cost of underground cable and extension hat be liable for crop damage on the original restallation or when dong mainle rance.
At previous regation contracts swittening to the particular well location between the Associated the Reis, administration, execution or assigns of the parties herefo.	in and burter are hintay ferminated and conceiled. The Agreeinent shall be binding upon
P4 WITHESS VANEREOF the parties have hereunto attlied their signatures in duplicrate as at $\_$	2-18 92
	Highline Electric Association
Otto E. Lueking Owner Nome & Intelligand	Daniel a form
14755 Co Rd 56	1100000
7uma, CO 80759	New Account No. 452563
Cott & & I.	ло No. <u>23257</u>
The se of Course	Formery Sharpe Farms Inc.
norma success	
To great the of Williams (not a wintrie)	Former Accountries 67.0500
©	0 <del>č</del>

## 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 <u>June 29, 2021</u> 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** 

**ACKNOWLEDGMENT** 

STATE OF COLORADO )

) SS.

**COUNTY OF PHILLIPS** 

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

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

# THE UNITED STATES OF AMERICA.

CERTIFICATE No. 10 57 4

To all to Whom these Presents shall come, Greeting:

Parcels #4B & #5B

Whereas, John Luch of Hushing Tou County Color
has deposited in the General Land Office of the United States a Vertificate of the Register of the Land office as whereby it appears that full payment has been made by the said
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
Let semuleach three Est food and the east half of the South Whenh Swater of Section thick, in James hip five Hoth of Paringe forty see Heart of the Sixth Promospal Moudians in Continued and sixty acres and sixty-nine hundredths of an Sec.
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 Leech
How Iknow De, 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 . Level
and to Lies heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appartenances, of whatsoever nature. Thereunta belonging, unto the said
and to Air heirs and assighs forever: subject to any rested and account 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 Watereof, I. Berejamin Rass and 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.
GIVEY under my hand, at the City of Washington, the levely with
SEAL. a day of May - in the year of our Lord one thousand eight hundred
and of the independence of the United States the
one hundred and fifteen the
BY THE PRESIDENT: Besign new Harrend By Ellen Murgarland and Secretary.
Recorded, Vol. 19- , Page 319 Je Merorder of the Ocheral Land Office.
Filed for Record the 285 day of July A.D. 189 V. at / o'clock Ost
John: M. Neweles
Novaled

# THE UNITED STATES OF AMERICA.

Certificate	No. 11/	368
-------------	---------	-----

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Lycom He Holland of James County Colorade

had deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Dolorado whereby it appears that full payment has been made by the said Syman He Hoolland.

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

the North Coast quarter of Section thirty in Township five North of (Range forty six West of the Sixth principal Meridians in Colorans containing one hundred and sirty 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 fleen purchased by the said Lymon to Halland

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, bace given and granted, and by these presents do give and grant unto the said Syman Ho Holland

and to Sald ......... heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities pout appartenances, of whatsoever nature, thereunto belonging, unto the said Lyman Ho Holland

.... heirs and assigns forever; subject to any rested and accraed 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 loval customs, laws and decisions of Courts, and also subject to the right of the proprietor of a rein 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 canuls constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Dessermen Lamoral President of the United States of America, have caused these letters to be made putent, and the Seal of the General Land Office to be hereupto affixed. GIVEN under my hand, at the City of Washington, the Landy Sent

day of December , in the year of our Lord one thousand sine hundred and menty , and of the Independence of the United States the one hundred and fifteenthe

BY THE PRESIDENT: Benjamme Homison

OBy M. Mc Keam Secretary. 11. Vounsend Recorder of the General Land Office.

Recorded, Colorado Vol. 3.6. , Page 3/6

PM Sunshaw Wolork A. M.

# THE UNITED STATES OF AMERICA.

Certificate No. 1650
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
Whereas, Tynen H. Holland of Washington County, Dende
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at  Whereby it appears that full payment has been made by the said  Tymon H. Halland
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 question of
Scotion Therty, in Township Line Horth of Renge body six
west of the Lixth Principal Meridian in Coloredo. containing
one hundred and sinty weres
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 had been purchased by the said Lymon H. Helland
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 Hellind
and to 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
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, Banjamin 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
day of December, in the year of our Lord one thousand when hundred and numely, and of the Independence of the United States
SEAL the one hundred and floath  BY THE PRESIDENT: Benjamin Harrison  By Ellen Woofwland: and Secretary.  Recorder of the General Land Office.
Recorded, Calorado Vol. 15 Page 178
Filed for Record the 25 day of March A. D. 1910, at 74 o'clock 9 M.
1 Rearder
By Deputy.

©

### THE UNITED STATES OF AMERICA.

STERLING J & M 3 C	man of the state o
To all to Whon	n these Presents shall come, GREETING:
WHEREAS, A Certificate of the Register	r 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 sur	pplemental thereto, the claim of
	has been established and duly consummated, in con-
formity to law, for the	
muth of thange frely general	arter of Section thirty in Trunches five extent the South Bridges Mendian Colored,
	*
Now Know Ye, That there is, therefore gr described; To Have and to Hold the said tract of heirs and assigns of the said claimantforever; s facturing, or other purposes, and rights to ditches	said Land, returned to the General Land Office by the Surveyor-General: canted by the United States unto the said claimantthe tract of Land above of Land, with the appurtenances thereof, unto the said claimantand to the subject to any vested and accrued water rights for mining, agricultural, manuand reservoirs used in connection with such water rights, as may be recognized decisions of Courts; and there is reserved from the lands hereby granted, a right y the authority of the United States.
In Testimony Whereof, I	President of the United States of
America, have caused these letters to be made pat	ent, and the Seal of the General Land Office to be hereunto affixed.
Given Under my hand, at the City of Wash	ington, the Liverty first day of May in the year
of our Lord one thousand nine hundred and the	and of the Independence of the United States the one hundred
and Shooty wwenth	and st the independence of the Office States the one nundred
TED STA	BY THE PRESIDENT: Mondrow Mileson
July 2/2	
SEAL	BY 11 D. A. C. Play SECRETARY.
12 of 50	to all fanted
THAL LAND OF	
Recorded: Patent No.	196.9-25. A. J. J
Filed for Record theday o	1. 1. 1. 1902 , at 1. 20 o'clock A. M.

BOOK 388 PAGE 302 OIL AND GAS LEASE THIS AGREEMENT made and entered into this 2001 day of 19.59 and between without her high will become the latery and between and THE OHIO OIL COMPANY, an Ohio Corporation, of Finding, Ohio, hereinafter called the lessee, WITNESSETH: (1). That said lessor for and in consideration of the sum of The Little of the covenants and agreements herein contained on the part of 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 pupe lines, constructing tanks, erecting buildings and other structures, and all other rights and privileges necessary, incident, or convenient for the economical operation County of \_\_\_\_\_\_, State of \_\_\_\_\_\_\_, to wit:\_\_\_\_\_\_, to wit:\_\_\_\_\_\_\_, 20 121 12 12 13 14 14 15 16 17 10 17 10 194 11 14 16 5 91 100 19 -----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 lesser as royalty the proceeds from one-eighth (14) 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 leaso 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 the Land of the 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 this lease, regardless of changes of ownership in said lands or in the oil and gas, or the revisits to accrue thereunder, the sum of 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 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 assigned thereof, mailed to the post office address of the lessor as hereinnbove 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. It at any time more than the presson shall be entitled to participate in the rentals or royalties because it is election may pay all rentals and royalties thereafter accreting to the credit of this lease in the elepository bank hat designated by lessor as herein provided, or lessee amy without payment and until such persons shall designate, in a recordable instrument to be filed with the lessee, a common agent or truster to receive all payments hereunders, and to 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 case. (bis lease shall not terminate, provided (1) production shall be resumed or operations for the drilling of a well shall be commenced on or belong the next creating rental paying date, or (2) lessee begins or resumes the payment of rentals in the manner and amond above provided on or before the rental paying date, or causing after the exploration of three months from date of completion of dry hole or cervation 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 add land, or lands quilled therewith, for any cause, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force to long an operations are prosented with no exessation of more than sky consentive 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 pro-need. 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, interruit tod or practicled by any cause of whitever 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 wheelver kind or nature beyond the reasonable control of operations are commenced or resumed within a reasonable time after removing which cause. If at any time within three months prior for the drilling of a well on said lands is delayed or prevented by any of the causes a reduced in this paragraph, the said primary term and all other terms of this lease may be extended for successive periods of time when the commencement of confinance or causes exist, by continuing the payment or tender of delay repulse in the manner and amount and for the periods of Line was provided in Section 4 of this lease for deferment of the connecement of drilling operations during the said primary term.

(7) Lessee free of cost, may use oil, one or water found on said lands, for uncertain manners, but not water from Jessor's walks. (7). Lesses, free of cost, may use oil, cas, or water found or said lands for operating purposes, but not water from lessor's wells; sort to have free gas for stoves and justice 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 radi and expense of the lessor. Gas, including easinghed gas and residuo gas, produced from any oil or gas well unavolably last, or what 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 laced off the process within the marather, express or implied, of any part of this lesse. When requested by the lessor, the lessee shall have the chief therefore that we braided close for the implication of this lesse, without the consent of the lessor. Lesser shall have the right at any time during or within a reasonable time after the expiration or cancellation of this lesse to remove all machinery, fixtures, houses, backdanes, and any and all other structures (a).

(8). If the estate of of ther 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 assents, but no change of ownership in the hand or in the rentals or regultes shall be binding on the lessee until it has been notified thereof and has been turnished, forty-five (46) days before payment is due, with the original recorded transfer or assignment or a certified copy from the rese assigns that 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 per rata rostals are duly paid or repart 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, eccessors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royaffles, however complished, shall operate to enlarge the obligations or diminish the rights of lesser. There shall be no obligation on the part of the lesser 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, 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, mortanges, or other liens on or against the above described lands, and may also redeem said holder or holders thereof and may reimburse itself by applying to the discharge of any such ladgments, tax, mortange or other liens, any reyalty or routals accruting hereunder. The lessee may become purchaser at any and nil tax or foreclosure sides of the above lands, authority upon the oil, gas, and other hydrocarbons produced from the premises hereinabove described but the besser by any one-leighth (3) of all taxes of whatsoever kind or character new hereafter held by they did not be pay such tax and to deduct the lessor's proportionate signs thereof from any royalty payments accruting hereander. In ease the lessor was a less interest in the above described premises than the lessor only in the proportion which his interest bears to the whole and undivided 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.

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(11). If lessee at any time should include all or any part of the lands covered by this lense in a unit or cooperative operating agreement, lessee shall have the right to include lessor's royally interest in said agreement and thereupon said agreement shall sedient of the drilling, operating, and producing of such lands, anything to the contrary in this lease nelwithstanding. The communication 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 communicament and conduct of drilling operations. If oil, gas or other hydrocarbon is found in paying quantities on any of the tructs of land included in such agreement, whicher or not on lands included in this bease, 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 much 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 idulidally determined that such failure or default exists, and thereupon lessee shall be given it reasonable time thereafter to correct any default of ottormined, or at lessee's election it may surrender the lease with option of reserving under the terms of this lease each producing well and ton (10) acres surrounding it as solected by lessee, togother 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 therenfer be payable hereinder shall be reduced proportionately. All lands leased shall remain subject to casements for rights of any necessary or convenient for lessee's operations on land retained by it.

(14). This lease and all list 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: MC Carty LESSOR ATTEST THE OHIO OIL COMPANY 11000 LESSER ACKNOWLEDGMENTS STATE OF GOOR Ado. (COLORA)

County of N. C. C. C. C. S. (COLORADO INDIVIDUAL) WITNESS my, hand and official, agai.
My Commission expires. If the Commission expires. Lorder M. Lacked on A Notice Fublic. (COLORADO, WHERE HOMESTIAD FILED ON MARGIN OF GEOORD, WIFE MUST JOIN) STATE OF STATE OF This foregoing instrumes was acknowledged before me this III. I do not to the said that the state of the said that the said WITNESS my band and official scal, My Commission expres Maseles 1963 Torally M. Lakyon C. Mounty Public. Page 332  $\delta$ 8:00 LEASE 2,65 Etux 388 8. D. 1 (RECORDER'S CERTIFICATE) Ohio Oil Company This instrument was filed for record at S. Lucking GAS Lueking. 生活がいませる Colorado FROM Yuma on the AND recorded in Book A.M. Ů Lorene 110 1 tto ( P. O. Address STATE OF. County of ---Return to

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of Yurisi Coun one or more), whose Post Office address and THE Office OIL COMPANY, an O (1). That said lessor for and in or in hand paid by the lessee, the receipt o part of the lessee to be paid, kept and paicessors and assigns, for the purpose exclusive right to make any kind or cherecting buildings and other structures, a of said lands, alone or co-jointly with a County of Tunn.  Lot's 1 and 2 and Ejney of containing -100 and and the same for a containing the same paid and the same for all rights and privileges herein grant for all rights and privileges herein grant for all rights and privileges herein grant	s. Vitta, Columnar his Corporation of Piconsideration of the surface with which is hereby ack to the proof mining and operationard of geological aracter of ten (10) of consideration above	idiay, Ohlo, hereing of * * * * * * * * * * * * * * * * * *	ther called the less * A * T.Sh. ANI the covenants and demise. lesse and ling oil, gas and eys or tests) and o y, incident, or cor premises altunto it to will the covenants. Additionally the covenants and the covenants will be covenants and the covenants are covenants and the coven	agreements he let exclusively other hydroca flaving pipe in wenient for the a Township 5.  at Bago of	rein cont unto the unto the unto the unto the unto the unto the unto the unto the economia Na., Ra Clack As UCK, Rei Homestee	Z. C. Dollars alined on the ne lessee. Its neluding the recting tanks, cal operation ings 40. Was
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- 10. 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 ahall be delayed, interrupted or prevented by any cause of whatever kind or nature beyond the reasonable control of the lesses. 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 lesses, this lease shall not ferminate or be forfeited and no right of damages shall exist ngalust lesses 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 lesse, production has not been obtained and the commencement or continuance of operations of the grid well or 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 primary term.

  (7) Lesses tree of cost, may use oil, gas or water found on said lands for meraling processes but the
- (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; easor to have free gas for stores 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 true of such, gas to be at the sole risk and expense of the lessor. Cas, 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 secovering oil or other liquid hydrocarbons from the leased premises, or refurned to the ground, whether through wells located on leased premises or eisewhere, shall not be deemed to have been sold or used off the premises within the meaning, express or implied, of any part of this lesse. When requested by the lessor, the lessee shall bury its pine lines below plow depth and also pay for damages caused by its operations, to growing crops on said land. No well shall be difficient exter than two bundred (200) (set to the house or barn row on said premises without the consent of the lessor. Lessee shall be difficient exter than two bundred (200) (set to the house or barn only of a said premises, without the consent of the lessor. Lessee shall be difficient exter than two bundred (200) (set to the house or barn only of a said premises, without the consent of the lessor. Lessee shall be difficient than two bundred (200) (set to the house or barn of the experiation of this lesse to remove all machinery, flatures, houses, buildings, and any and all other structures placed on said premises including the right of draw and remove all casing.

  (6), If the estate of either parts hered as a supplication of the state of either parts hered to the contract of the promises of the parts hered to the contract of the parts hered to the contract of the case of the
- (8). If the estate of either party hereto is assigned (and the privilege of amigraing in whole or in part is expressly allowed), the covenants hereof shall extend to their herits, executors, administrators, successors and assigns, but no change of ownership in the land or in the ventals or royalties shall be binding on the leasee until it has been notified thereof, and has been furnished, forty-five (46), days before payment is due, with the original recorded transfer or assignment or a certified copy thereof. If leasee assigns this lease, in whole or as a 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 dotault by one or more in the payments or tenders of rentals shall not apport to the lease on the portion of said lands or mineral interest therein upon which pro rata ventula are duly paid or tendered. Upon any assignment by leases, it shall thereafter be relieved of all future expressed or implied obligations as to the portion
- or part sesigned

  (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 tracts into which the land covered by this lesse. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lesse is now or may hereafter be divided by sale, devise, or otherwise or to furnish separate measuring or receiving tanks.

  (10) Lesson 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 hogeneits, taxs, mortgages, or other liens on or against the above described lands, and may also redeem said lands for and on behalf of the lesser or lessee, and in the event lessee exercises such option; it shall be a subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such judgment, lax, mortgage or other lien, any royalty or rentals according hereunder. The lessee may become purchaser at any and all tax or foreclosure sales of the above lands, assorting hereunder. The lessee may become purchaser at any and all tax or foreclosure sales of the above lands entirely upon the oil gas, and other hydrocarbons produced from the premises hereinshowed described, but the lessee shall have the right to pay such in and to deduct the lessor's proportionate shares thereof from any royalty payments according hereunder. In case this losses when and rentals in this lesse provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.

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(11). If lease at any time should include all or any part of the lands covered by this lease in a unit or cooperative operating agreement, lease shall have the right to include leaser's royalty interest in said agreement and thereupon said agreement shall exclusively control the drilling operations on any part of the lands included in such agreement shall be deemed to compily 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 agreement.

(12) This lease shall not be terminated, forfeited or cancelled for failure by leases 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 lesses shall be given a reasonable time thereafter to correct any default so determined or at lesses's election is may surrender the leases with option of reserving under the terms of this lease each producing well and ten (10) acres surrounding it as selected by lesses, together with the right of ingress and egress thereto. Lesses shall not be liable in damages for breach of any implied covenant or obligation.

(12) 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 bayments which may thereafter be payable hereunder shall be reduced proportionately. All lands leased shall remain subject to essements for rights of way necessary or convenient for lessees operations on land retained by it.

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

(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 icase shall be effective as to each lease; on execution hereof as to his or her interest and shall be binding on those signing notwithstanding some of the icasors 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 Ofto Lucking on O. Noton Lorene S. Dieking THE OHIO OIL COMPANY ATTEST ACKNOWLEDGMENTS (COLORADO INDIVIDUAL) The formoins instrument was seknowledged before me this WITNESS my hand and official seal Mr Commission repires..... (COLORADO, WHERE HOMESTEAD FILED ON MARGUN OF RECORD, WIFE MUST JOIN). County of Talifon

The treepled therefore a washes relief to the last the first the first that t LOYARIC, So. LUCKING wife at the hald having been by me fully apprised of her rights and the affect of algebra and faitnessed of sign and beknowledge the same. WITHESS my hand and official scal. MY Commission entires MY Commission explices 02/0501 15: 198 S. Lueking GAS C. Lueking

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.

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BOARD OF YUMA COUNTY COMM

ORDER ORDER

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the combission of the first such gas well during which with ask into bod a vicetal and the control well-based and of the control of the contr		1/8 of the market value of such gas at the method the mouth of the well. The lesses shall pay it	nouth of the wo	ell; il said ga 1/8 of the pi	s is sold by rocceds from	the lessee, then as royal the sale of oas as such	alty 1/8 of the proceeds of the sale thereof a
he being protected in parting quantities; the letter to have got here of chander from any gas well on the leased premises for stores and invalid and the second of the letter of the let		from the completion of the first such gas well	ana wnere such I during which s	gas is not soi uch gas is no	t sold or use	see may pay or tender. d. as in lieu rovalty, wh	annually at the end of each yearly period dating wither one or more wells an amount equal to the
5. If operations for the divising of a set for oil or gat are not commerced in set design on a relative the fiscosist of the set for the set of a relative of the set		is being produced in paying quantities; the le	Msor to have gas	free of char	ge from any	gas well on the leased p	remises for stoves and inside lights in the princ
or its successor, white Mink and its decessors are the lestor's agent and shall continue is the supported by day and all turns age and shall continue is the supported by day and all turns age and shall continue is the supported by day and all turns age and shall continue is the supported by day and all turns age and the supported by day and all turns age and the supported by day and all turns age and the supported by day and all turns age and the supported by day and all turns age and the supported by day and all turns age age age and shall continue the supported by day and all turns age							
C.D		this lease shall terminate as to both parties, unle	ss the lessee shall	ll on or before	e said date by "Ban". at	check or draft day or to	ender to the lessor or for the lessor's credit in th
thereor, makes did denivered on on better the reast paying dark, white of part of the said depotation bank, and it is inserted and payer to the said depotation bank, and it is inserted, and payer the issues of paying of a senting high payer and as discussed and arm and all other right conferent. Not withstanding but death of the leave or his will be the said of the payer of the payer of the said of the payer		or its successors, which Bank and its able under this lease regardless of chang	successors are ses of ownersh	the lessor's rip in said	land or in	d shall continue as the oil and gas or in	the depository of any and all sums pay the rentals to accrue hereunder, the sum of
thereor, makes did denivered on on better the reast paying dark, white of part of the said depotation bank, and it is inserted and payer to the said depotation bank, and it is inserted, and payer the issues of paying of a senting high payer and as discussed and arm and all other right conferent. Not withstanding but death of the leave or his will be the said of the payer of the payer of the said of the payer			or drilling for a	period of or	/100 r	Dollars which shall op ike manner and upon t	perate as a rental and cover the privilege of ike payments or tenders the commencement of the commencemen
but also the leave's option of extending that period a storeadd and any and all other rights conferred. Not withstanding the death of the leave of the control of the store of the control of the store		thereot, mailed or delivered on or before the	rental paying (	Jate, either u	irect to lesse	of or asygns or to said d	lepository bank, and it is understood and agree
6. In the event stad instor owns a less interest in the above described land than the online and undivided dest in simple states there in that is not in the proposition which is interest larges to the whole and undivided dest nower; in the event the lifts to any interest in said land should resert to lessor, or his hor their genera, this lase shall cover such reversion, and remain the proposition and the state of the state, delivered the state of the state of the state, delivered the state of t		but also the lessee's option of extending that	period as afore	reaid and an	y and all oth	er rights conferred. No	t withstanding the death of the lessor or his suc
the lifts to any interest in said land should revert to itstor, or his hists, or his or their granter, this lease shall cover to legate, provided mortle in secretory by lesses.  18 1. The uses shall have the right to use, free of cost, gat, oil and water found on said land for its operations can be considered to the lease. The cost of the lease of the cost of the lease. The cost of the lease of the cost of the lease. Lease shall have the lease of the cost of the lease	. 6	6. In the event said lessor owns a less ins	erest in the abo	ove described	l land than t	he entire and undivided	I fee simple estate therein then the royalties an
17. The usites that have the right to use, free of cost, ast, oil and water found on said land. No well shall be rises, the lease shall bray its big lines below thow dopth and shall pay for strange, care go ording cappe said land. No well shall be drifted marker that 200 feet to the houry or barn onto on said premises without written convent of the lestor. Lessee shall have the convent of the lestor. Lessee shall have the convent of the lestor. Lessee that lestor convents the lestor of the lestor. Lessee that lestor convents the lestor of the lestor. Lessee that lestor convents the lestor of the lestor of the lestor. Lessee that lestor convents the lestor of t		the title to any interest in said land should re- be increased at the next succeeding rents! an	ert to lessor, or niversary after	his heirs, or	his or their o	rantee, this lease shall o	cover such reversion, and rentals hereunder shall
still land. No well shell be diffed nearer than 200 feet to the houter or bain now on said premise without to service, buildings and other strictures passed on stall premise including the right to discovery to make the right to discovery the right to d		7. The lasses shall have the right to use, lessor, When required by lessor, the lesses shall	free of cost, gas	, oil and wat	er found on	said land for its operati	ions thereon, except water from the wells of th
to the heirs, devices, securions, diministrators, successors, and assigns, but no change of devicin in ownstrip in the land or in the remain or reversites, combilished, shall contain the remain or reversites, combilished, shall contain the remain or reversites, combilished, shall contain the remain or reversites, contained the contained on the remain or reversites, contained the contained on th		said land. No well shall be drilled nearer than right at any time during, or after the expiration	200 feet to the on of this lease	house or ba- to reniove all	rn now on sa   machinery	iid premises without wr lixtures, houses, buildir	itten consent of the lessor. Lessee shall have th
any sum due under this feate shall be binding on the fease until it has been furnished with either the original recorded instrument of conveyance or a duit certified copy in the recording showing appoint of the control of a certified copy in the recording showing appoint of the control of t	.5	to the hairs, devisees, executors, administrato	FS, SUCCESTORS, (	and assigns, t	out no chang	e or division in owners!	tip of the land, rentals, or royalties, however as
ment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance of duty certified copies thereof necessary in thosing a complete chain of tills back to issues to the full induced carried stands, and all salarance payments of renta made hereunder before receipt of said documents shall be binding on any direct or uniferct astigness, gantee, device, administrator, according to the properties of the properties o		any sum due under this lease shall be binding	an the lessee o	until it has b	een furnishe	rd with either the origin	hal recorded instrument of conveyance or a dul-
made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, double, astimistrator, executor, or heir of feaso 9. There shall be no collegation in the part of the lesses to office wells on separate tracts into white had covered by this lease any be hereafted of vided 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 our for the received of the proper for the properties of the received of the properties of		ment of an administrator for the estate of an	y deceased own	nor, whichev	er is appropr	riate, together with all	original recorded instruments of conveyance of
wided 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 and in holder or owner of any such part or pairs shall make default in the payment of the proportion are part of the event due from him or them, such default whall not operate to default or affect this fease instellar as it covers a part of sid fand upon which the leave of any slidge him to the part of the event of the part of t		made hereunder before receipt of said docume	nts shall be bind	ting on any o	direct or indi	rect assignee, grantee, d	ovisee, administrator, executor, or heir of fesso
are part of the tent due from him or them, such default shall not operate to default or affect this lease instolar as it covers a part of soil land upon which it leave on any suitigene thereof shall make due payment of said rentals.  10. Lestor hereby warrants and agrees to defend the title to the land herein described and operate that the lestore, or its part on the lens existing, levind, or asserted on or against the above described lands and, in event it energies such opticity thail 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 oth lier, any royalfy or reintal accruing hereunder.  11. If at any time prior to discovery of old or gas on said land niesses should drill a dry hole or holes thereon, or if after, discovery of oil or gas the production thereof off it became the production of the dry hole or constained drilling or reworking operation within sixty (60) day after the expiration of three months from the date of completion of the dry hole or destation of production. If at the expiration of the primary term oil age is not being produced on said land, but lesses is then engaged in diffiling or reworking operation of its or said required to the primary term oil age is not being produced on said land, but lesses is then engaged in diffiling or reworking operation of more than sixty (50) consecutive days, and if the reput in the production of all or gas, his lesses shall certain or diffiling or reworking operation of its or said received to a said said, but lesses is the engaged of the production of all or gas, his lesses shall certain or diffiling or reworking operation of of one and under a provision of the production of all or gas, his lesses that the production of all or gas, his lesses that the production of all or gas, but less the engaged of the production of the production of all or gas, but less the production of th		vided by sale, devise, descent or otherwise, or	to furnish seca	rate measurin	na of receivir	ig tanks. It is hereby 40	reed that in the event this lease shall be assigned
whole or in part any taxos, mortgages, or other liens existing, levied, or exested on or against the above described lands and, in event it exercises such optic is shall be subrogated to the rights of any holder or holders thereof and may reimbure isstell by exhapting to the discharge of any such mortgage, fax or oth 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 uffecting the production thereof thould cease from any cause, this lease shall not terminate if it case commences additional drilling or reworking operations within sixty (60) day thereafter or (if it be within the primary term) commences or reumes the nayment or render or each and one of the render of the		ate part of the rent due from him or them, s	uch default sha	li not operati	e to defeat o	r affect this lease insofa	ar us it covers a part of said land upon which th
11. If at any time prior to discovery of oil or gas on said land, lesses thould drill a dry hole or holes thereon, or if after, discovery of oil or gas the production thereof thould cease from any cause, this leave shall not terminate if losses commences additional drilling or reworking operations within sixty (60) day thereafter or lift it be written the primary termi, commences or resumes the nayment or tends of centals on or before the reminal payment date next ensuring 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 ogs is not being produced on said land, but lesses is then engaged in drilling or reworking operations theroon, the lesses shall remain in force so long as operations to being production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas, this lease that remain in effect so long thereafter as there is production of oil or gas, this lease that remain in effect so long thereafter as there is production of oil or gas, this lease that remain in effect so long thereafter as there is production of oil or gas, this lease that remain in effect so long thereafter as there is production of oil or gas, this lease that remain in effect so long thereafter as there is production of oil or gas, this lease that it is the production of oil or gas, this lease that remain in effect so long thereafter as the production of the series of the production of the series of the production of the series of the production of the production of the series of the production of the		whole or in part any taxes, mortgages, or other	er Hens existing	, levied, or as	stessed on or	against the above deter	ribed lands and, in event it exercises such optio
tion thereof thould cease from any cause, this leave shall not terminate if Ictaes commences additional drilling or revorking operations within sixty (60) day thereafter or (if it is the within the primary term) commences or returnes the payment or reproduction. If at the expiration of the primary term oil ges is not being production of the months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil ges is not being production of the growth of the primary term oil ges to not being production of the growth of the primary term oil of ges to not being production of the growth of the primary term oil of the production of the growth of the production of		it shall be subrogated to the rights of any hol lien, any royalty or rentals accruing hereunder	der or holders t ,	hereof and m	nay reimburs	e itself by applying to	the discharge of any such mortgage, tax or othi
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 of ges is not being produced on said land, but lesses is then engaged indifficing or reworking on precations thereon, the lease shall remain in indice so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (50) consecutive days, and if the 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. Lesse may at any time surrender or cancer this lease in whole or in part by delivering or mailing such release to the lessor, or by placing some of re ord in the protect county. In case said least is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilitie thereafter accruing under the terms of said lesses as to the portion canceled shall cesse and determine and any renais thereafter paid may be approximated an acreage basis, but as to the portion of the acreage not released the terms and provision of this less shall continue and remain in full force and effect of 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 all powernmental agencies administering the same, and this lease shall not be in any way terministed wholly or partially nor shall the lesses 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, cutes or regulations for interpretations thereof). It lesses should be prevented during the last its months of the primary term of partially nor shall the lesses be liable in damages for failure to comply with any such laws, orders, cutes or regulations thereof, and the provision shall provise as the provi		tion thereof thould cease from any cause, this	lease shall not	terminate if	lessee comm	ences additional drilling	g or reworking operations within sixty (60) day
result in the production of oil or gas, this lease shall remain in effects to long thereafter steer is production of oil or gas under any provision of this lease.  12. Lesse may at any time surrander or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing some of re ord in the proser country. In case said least is surrendered and canceled as to only a portion of the accessed covered thereby, then all payments and Itability thereafter accruing under the terms of said tesse as to the portion canceled shall cesse and determine and any rentals thereafter paid may be apportioned on 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 to all purposes.  13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations fand interpretations thereof ages for failure to comply with any of the acress or implied provisions hereof it such that the subject to all federal and state laws and the orders, rules, or regulations and interpretations thereof or failure to comply with any of the acress or implied provisions hereof it such that the subject to all federal and state laws and the orders, rules, or regulations for her pretations, thereof). If lesses should be prevented during the last six months of the primary term hereof from drilling a well herunder by the order of an constituted authority having jurisdiction thereover, or if lesses should be unable during state primary term benefit from drilling a well herunder by the order of an existing the product of the primary term of this lesse shall past during the failure of the primary term benefit from drilling a well herunder by the order is suspended and/or said equipment is available, but the lesses shall past delay related the primary term of this lesse shall accorded by the order is suspended and/or said quality herunders and the primary from the primary f		after the expiration of three months from the	e date of comp	letion of the	dry hole or	cessation of productin	n. If at the expiration of the primary term oil o
12. Lesse may at any time surrender or cancel this leste in whole or in part by delivering or mailing such release to the lessor, or by placing some of re ord in the proper county. In case said leste 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 leste as to the portion canceled shall case and determine and any tentals thereafter paid may be apportioned on 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 teste shall not be in any way terminated wholly or partially nor shall the lessee be liable in darn ages 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 grimary term hereof from drilling a well harbunder by the order of an constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary the drilling thereof not being available on account of any cause, the primary term for his lesse shall continue unit is months after said order is suspended and for 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 its lesse that continue this farm and after said order is suspended and covered by another lesse, or leases adjoining same or in the vicinity thereof, when, in lesses judgment, it is necessary or advisable to do in order to proporly develop		tions are prosecuted, either on the same well of	r any other wel	I thereafter o	commenced,	with no cessation of ma	ore than sixty (60) consecutive days, and if the
thereafter accruing under the terms of said lease as to the portion canceled shall case and determine and any ternals thereafter paid may be apportioned of 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 to 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 all governmental agencies administering the same, and this fease shall not be in any way terminated wholly or partially not shall the lease be liable in dan ages for failure to comply with any of the express of implied provisions hereof it such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). It leases the provisions thereof or the bring available on account of any sease should be bringle during said period to drill a well hereunder due to equipment necessary the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until tix months after said order is suspende and/or said equipment is available, but the lesses shall pay delay reritals 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 lesses's judgment, it is necessary or advisable to do 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 do tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units or exceeding 40 acres each in the event of units to a text of the pooled acresses in the event of units thall be treated for all purposes, except the payments of royalities on p		12. Lessee may at any time surrender or o	uncei this lease	in whole or	in part by d	elivering or mailing suc	h release to the lessor, or by placing some of re-
13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereo of all powernmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lease be liable in dan ages for failure to comply with any of the express or implied provisions hereof it such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). It lesses should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of an constituted authority having jurisdiction thereover, or it lesses should be unable during said period to drill a well hereunder by the order of an account of any cause, the primary term of this lesses shall continue until six months after said order is suspende and/or said equipment is available, but the lesses shall pay delay rentals herein provided during such extended time.  14. Lesses, as its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lesse, or leaves addining same or in the vicinity thereof, when, in lesses' judgment, it is necessary or advisable to do it notes to properly develop and operate said leave premises so as to promote the construction of such minerals in and under said land, such pooling to distribute same or in the vicinity thereof, when, in lesses' judgment, it is necessary or advisable to do it racts 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 600 acres each in the event of a gas and/or condensate or distillate well. Lesses shall exceute in writing an offered to units shall be treated for all purposes, except the payments of royalties on production from the production the production and the payments of royalties on production from the production from the units or payments. It is not a payment of the production in the payments		thereafter accruing under the terms of said le an acreage basis, but as to the portion of the	ase as to the po	ortion cancel	ed shall ceas	e and determine and an	y rentals thereafter paid may be apportioned o
ages 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 interactions thereof). It lesses should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of a constituted authority having jurisdiction thereover, or if lesses should be unable during said period to drill a well hereunder due to equipment necessary the drilling thereof not being available on account of any cause, the primary term of this lesses shall continue until six months after said order is suspende and/or said equipment is available, but the lesses shall pay delay rentals herein provided during such extended time.  14. Lessee, as its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lesse, or any portion thereof, with other land covered by another lesse, or leases adjoining same or in the vicinity thereof, when, in lesses's judgment, it is necessary or advisable to do in order to properly develop and operate said lesse premises so as to promote the conservation of such minerals in and under said land, such pooling to to firects adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units and exceeding 43 acres each in the event of a gas and/or condensate or distillate well. Lesses shall execute in writing ar file for record in the county in which the land is situated an instrument identifying and decribing the pooled acresse. The entire acreage so pooled into an or units shall be treated for all purposes, except the payments of royalties on production from the unit so pooled acresse it shall be ard constitute a well recurded in the pooled acresse. The entire acreage so pooled into any or units shall be irreated for all purposes, except the payments of royalties on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty inte		13. All provisions hereof, express or implie	ed, shall be subj	ect to all fed	eral and stat	laws and the orders, r	ules, or regulations (and interpretations thereo
constituted authority having jurisdiction thereover, or if lesses should be unable during said period to drill a well hereunder due to equipment necessary the drilling thereof not being available on account of any cause, the primary term of this lesses shall continue until tix months after said order is suspende and/or said equipment is available, but the lesses shall pay delay rentals herein provided during such extended time.  14. Lessee, as its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lesse, or any portion there of, with other land covered by another lesse, or lesses adjoining same or in the vicinity thereof, when, in lesses's judgment, it is necessary or advisable to do in indiction to the property of the property		ages for failure to comply with any of the exp	ress or implied (	nrovisions he	reof if such	failure accords with any	y such laws, orders, rules or regulations (or inte
14. Lessee, as 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 ther of, with other land covered by another lease, or leases splidning same or in the vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do norder to properly develop and operate said lease premises os as to promote the conservation of such minerals in and under said fand, such pooling to to it tracts adjoining same or in the vicinity thereof as to form a compact unit or units and to be in a unit or units most exceeding 800 acres each in the event of a gas and/or contentate or distillate well. Lessee shall execute in writing ar file for record in the county in which the land is situated an instrument identifying and describing the pooled acresse. The entire acreage to pooled into a unit or units thall be irreated for all purposes, except the payments of royalties on production from the pooled acresse. If no entire acreage to pooled into a unit or units that be irreated for all purposes, except the payments of royalties on production from this lease or not. Any well difficult on any such unit shall be irreated as if production is had from this lease whether any well is located on the land covered this lease or not. Any well diffield on any such unit shall be ard constitute a well-recorded in this of the royalite steekwhere herein specified besors that is crive on production from the unit so booled only such portion of the royality stipulated herein as the amount of his net royality interest therein on an acres 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 the binding on all successors of said lessor and lessee.  No extends the subject of the pooled and the particular unit involved.  In WITNESS WHEREOF, we sign the day and year first above writton.		constituted authority having jurisdiction ther the drilling thereof not being available on ac-	eover, or if less count of any ca	ee should be use, the prir	nary term o	ing said period to drill f this lease shall contin	a well hereunder due to equipment necessary in ue until six months after said order is suspende
of, with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lesses's judgment, it is necessary or advisable to do to 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 to discuss adjoining same or in the vicinity thereof as to form a compact unit or units or units or units to runits not exceeding 600 acres each in the event of a gas and/or contentate or distillate well. Lesses shall execute in writing are fille for record in the county in which the land is situated an instrument identifying and describing the pooled acresge. The entire acreage so pooled into a un or units thall be treated for orgalities 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 be this lease or not. Any well diffilled on any such unit shall be ard constitute a well hereunder. In lieu of the royalite sievehere herein specified leases shall it crive on production from the unit so pooled only such portion of the royality stipulated herein as the amount of his net royality 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 the binding on all successors of said lessor and lesses.  16. This lease and all its terms, conditions, and stipulations shall extend to and the binding on all successors of said lessor and lesses.						-	
an oil well, or into a unit or units not exceeding 600 acres each in the event of a gas and/or condensate or distillate well. Lesses shall execute in writing at file for record in the county in which the lead is situated an instrument identifying and describing the pooled acreage. The entire acreage spo pooled into an 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 to 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 revive 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 the binding on all successors of said lessor and lesses.  See Rider at tached here to and made a part hereof.  IN WITNESS WHEREOF, we sign the day and year first above written.		of, with other land covered by another lease, so in order to properly develop and operate s	, or leases actioi aid lease premit	ning same or ses so as to p	in the vicini romote the c	ty thereof, when, in less onservation of such mi	set's judgment, it is necessary or advisable to d nerals in and under said land, such pooling to b
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	BOOK DLG PAGE 4C.C.  ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  lic, within and for suid county and state, on this
to me personally known to be the identical perso	n_who executed the within and foregoing instrument and acknowledged to me free and voluntary act and deed for the uses and purposes therein set forth, set my hand and official seal the day and year last above written.
STATE OF	ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
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### 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.

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NOTE: When signature by mark in Kansas, so For acknowledgment	tid mark to be witnessed by at least one person and also acknowledged, by mark, use regular Kansas acknowledgment.
	at the second
COUNTY OF	ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.) within and for said county and state, on this
	. 19, personally appeared
	who executed the within and foregoing instrument and acknowledged to me free and voluntary act and deed for the uses and purposes therein set forth, it my hand and official seal the day and year last above written.
My commission expires	Notary Public.

Recorded Oct 10. 1979 at 4:00.0'Clock P. M

Reception 413865 Margie Eyestone, Recorder

File No. <u>*NIO*</u>

### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO )
) SS
COUNTY OF YUMA )

For and in consideration of <u>TEN AND MORE</u> 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.

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	AUGUST 14, 1979.	
	LANDOWNER'S SIGNATURE	
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-2-83

NOTARY PUBLIC

My COMMISSION EXPIRES:

BOOK 545 PAGE 323

File No. N33

### RICHT-OF-WAY AGREEMENT

STATE OF COLORADO )

COUNTY OF YUMA )

For and in consideration of <u>TEN AND MORE</u> 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:

MONG THE BOUTH SIDE OF TOWNSHIP 5 NORTH, RANGE 46 WEST, GAR F.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 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 detend all and singular said premises unto the CRANTEE, 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.

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# BOOK 545 Page 467

Recorded Oct 29, 1979 9:15 0'Clock A

Reception \_\_\_\_\_414100 \_\_\_\_ Margie Eyestone, Recorder

### EXECUTOR'S DEED

This deed made this 10 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:

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

STATE OF EE Z DOLS 40 CTS

(1) ....
(2) To sell, lease, pledge, mortgage, transfer, exchange, convert, or otherwise 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.

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 ( $SW_4$ ) 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
1635Vice President		<del></del>	By: Momas N. Marie / 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.

Notary Public

My commission expires:

4-11-69

0,732

EXECUTORS DEED

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

OTTO E. LUEKING

for record in my office at 12:15 o'clock P.W hereby certify that this instrument was filed March 8,

is duly recorded

REGISTRAR OF TITLES

for record in my office at 9:15 o'clock A.M.

... Page No. 467 19. 7.9 and

Recorder

Deputy

i licarely certify that this instrument was filed

STATE OF COLORADO.

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Fees \$ 6.50 Best

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BOOK 556 PAGE 596

File No.

### RICHT-OF-WAY AGREEMENT

STATE OF COLORADO )

COUNTY OF YUMA )

For and in consideration of <u>TEN AND MORE</u> 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
a 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 S NORTH, RANGE 46 WEST, 6th P.M. ALL OF SECTION 30

There is included in this grant the right, from time to cime, 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) peralinear rod of such additional line or such proportionate part thereof as GRANTOR Spinterest 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 statments, 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 & Lucking Jr.
•
TENANT'S CONSENT
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
COUNTY OF Yumb
SUBSCRIBED AND SWORN TO BEFORE ME, <b>DONALD</b> L. SHERIOCK A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF
TUNE 27, 1980 , BY OTTO E. LUEKING, TR 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 SA WITNESS MY HAND AND SEAL.
Donald L. Shulul
My Comm. expires April 15, 1981

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

STATE OF COLORADO COUNTY OF YUMA

FILE # N24

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 APPROXIMETELY 800 FEET WEST ALONG THE NORTH LINE OF:

TOWNSHIP S NORTH, RONGE 46 WEST, 6 th P.M. SECTION 30; 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 erress 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 improvments 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 11, 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 SS
SUBSRCIBED AND SWORN TO BEFORE ME, Donne L. SHERLOCK a Notary Public in and for the County and State aforesaid, on this day
of NOVETNEER 17, 1980 , by OTTO LUERLING, TR 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
My Commission expires:  My Comm. expires April 15, 1981

92

Reception A62397 Jante J. Cobb, Recorder RIGHT-OF-WAY-AGREEMENT

100 696 Mrs 70

STATE OF CULORADO )
SS COUNTY OF YUMA

FILE # N130 (1374-107) (Lucking)

For and in consideration of TEN AND MORE Dollars (\$10.00) in hind paid, the receipt and sufficiency of which is horeby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), dues 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 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 CRANTOR 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 ensements 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 constitute 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 fills' 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
Ott- 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 Colored SS COUNTY OF SUBSCRIBED AND SWORN TO BEFORE ME, Melissa G. Adject Notary Public in and for the County and State aforesaid on this day
·
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.
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
My commission expires: Notary Public

Prior Harage Janice J. Cobb. Records - RICHT-OF-WAY AGREEMENT

OCT 1984 RECEIVED

.... 696 ar 472

STATE OF COLORADO

) ss

COUNTY OF YUMA

0. 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 22(406 DALLAS, TEXAS 75222-6406

its successors and assigns (hereinafter colled GRANTEE), a right-of-may 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 (NEX-SEX) 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 boundry of said Sec. 30, which point bears north a distance of 1980' from the Southeast corner of said Sec. 30; Thence due Vest a distance of 660' to a point of termination.

Containing 0.50 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 essement, 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 eauements 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 alay 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 alay 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 Luckey Ja
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 sail premises, as a result of the exercise of said rights under said consent shall be paid to him.  EXECUTED this day of
STATE OF SS
COUNTY OF
SUBSECTIBED AND SWORN TO BEFORE ME. SUBSECTION END SWORN TO BEFORE ME. SUBSECTION E. SUBSECTION OF THIS day
of 10/1184 by Otto E. Sucking Jo. who leave person(s) who leave personally known to be and known to me to be the same person(s) who execution the foregoing instrument and who duly acknowledged the execution Applicame.  WITHESS, my hand and seal.
Alle Es. Stop 100 W 8th are yuma, Co 50%
My Commission expires: COMMISSION GRANG GAG, 3 1904

- 2-

Reception 483().49 m 2:40 O'Clock P M
Reception 483().49 m 2:40 O'Clock P M
\$11.00 pd TUHA COUNTY

### RIGHT-OF-WAY AGREEMENT

STATE OF COLORADO ) SS

COUNTY OF YUMA

FILE # N187 (1374.376)

For and in consideration of <u>TEN AND HORE</u> 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 agress 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 promises 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 maid 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.

the parties and that no representations been made modifying, adding Agreement.	ition or statements, verbal or written, to, or changing the terms of this
conveyance on this day of	he GRANTORS herein have executed this
LANDOWNER'S SIGNATURE(S)	
Oth & Luck - fe	
TEMANT	'S CONSENT
to the condition that any and al	full use and exercise thereof, subject I damages sustained to his crops and as a result of the exercise of said paid to him.
STATE OF CARROS ) SS COUNTY OF GURA  SUBSCRIBED AND SWORN TO BEFOR	ENE. Clair Harouff
A MOTARY PUBLIC IN AND FOR THE COU	NTY AND STATE AFORESAID, ON THIS DAY OF  Y OTO E.L. K. J.  HE AND KNOWN TO ME TO BE THE SAME
PERSON(S), THE EXECUTED THE FOREGOI THE EXECUTION OF SAME.	HE AND KNOWN TO THE TO BE THE SAME NG INSTRUMENT AND WHO DULY ACKNOWLEDGED
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### **RIGHT-OF-WAY AGREEMENT**

STATE OF COLORADO

) SS 90519768 11/12/2004 03:05:48 PM

COUNTY OF YUMA)

Yuma County Recorder, Beverly A Wenger Page 1 of : Pow Rin on Si Ro .

> FILE # N235 YGS Site 20 + Kock Crook Water

For and in consideration of <u>TEN AND MORE</u> 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.

1

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-	<u>9 - 0 4</u> DATE
LANDOWNER'S SIGNATURE(S)	
Oth- E Luky J.	
	96519788 11/12/2004 03:05:48 PM Yuma County Recorder; Beverly R Wenger Page 2 of 2 ROW R10.00 51.00 D

### TENANT'S CONSENT

<u>TENANTS CONSENT</u>
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
OF, BY
SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND
WHO DULY ACKNOWLEDGED THE EXECUTION OF SAME.
<u>WITNESS</u> MY HAND AND SEAL.
•
MY COMMISSION EXPIRES:

00523415 Wed Jul 27 14:15:31 MDT 2005 Yuma County Recorder, Beverly A Wenger Page 1 of 2 Poly Pip Rd 51 PD D

### **RIGHT-OF-WAY AGREEMENT**

STATE OF COLORADO	)	
	)	SS
COUNTY OF YUMA	)	

FILE #254

For and in consideration of <u>TEN AND MORE</u> 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, 6th 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, 6th 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, 6th 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, 6th 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, 6th 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

90523415 Wed Jul 27 14:15:31 MDT 2005 Yuma Gounty Recorder, Beverly & Wenger Page 2 of 2 ROW R10.00 S1.00 D

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 June 2005. LANDOWNER'S SIGNATURE Otto E. Lueking, Jr. Otto E. Lucking, Jr. 20 STATE OF Colorado COUNTY OF Yuma SUBSCRIBED AND SWORN TO BEFORE ME, att M. Mulder , A NOTARY PUBLIC IN AND FOR THE COUNTY 8 th AND STATE AFORESAID, ON THIS 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.

MY COMMISSION EXPIRES: May 04, 2009

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90523421 Wed Jul 27 14:25:16 MDT 2005 Yuma County Recorder, Beverly A Wenger Page 1 of 2 ROW RID.00 51:00 D

### **RIGHT-OF-WAY AGREEMENT**

STATE OF COLORADO	)	
COUNTY OF YUMA	) SS )	

FILE #261

For and in consideration of <u>TEN AND MORE</u> 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, 6th 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.

# **三川 松心 16.7 (19.7 (19.7) 李化5/4/19 (19.7 (19.7)** [1]))

00523421 Wed Jul 27 14:28:16 MDT 2005 Yuma County Recorder, Beverly A Wenger Page 2 of ; ROW RIO.00 St 00 D

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 WHEREOR	F, the GRANTORS her	ein have executed this
conveyance on this day	of June	2005,
	0	
GRANTOR		
Otto E. Lueking, Jr.		
Otto E. Lucking, 51.		
Otto E. Lucking, Jr.		
ACK	NOWLEDGMENT	
STATE OF COLORADO	`	
STATE OF COLORADO	) SS	
COUNTY OF YUMA	)	
	,	
On <u>June 29</u> public, personally appeared Otto E. L	, 2005 before me,	the undersigned notary
public, personally appeared Otto E. L	ueking, Ir., known to r	ne to be the person whose
name is subscribed in the foregoing is same for the purposes therein contain		riedged that he executed the
same for the purposes therein contain	16U.	M. MULO
Witness my hand and seal.	Wan Wille	L STAPTOTAR
•	Notary Public	
		18/2 a 28
LAT COMPARED TENDERS	1	AL OBLIGHT
MY COMMISSION EXPIRES:	Tay 04, 2009	My Commission Funitee
	•	05-04-2009

THE UNITED STATES OF AMERICA.
To all to Whom these Presents shall come, GREETING:  #6B  **Homesterd Codificate No.  **More start States a Certificate No.  **United States a Certificate of the Register, of the Land Office at. It when the General is the Act of 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 Livis H. Level has been established and duly consummated, in conformity to law, for the Level hertflest seven hest of the Sigth Principal Meridian, Coloreds. Continuing One hundred disty series.
according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor
NOW KNOW YE, That there is, therefore, grayled by the UNITED STATES unto the said
above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said
und 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 extruct 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 of canals constructed by the authority of the United States.  IN TESTIMONY WHEREOF. I, Perdraw Milson 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 twentuth day of May, in the year of our Lord one thousand nine hundred and twirty swint and the findependence of the United States the one hundred and thirty swint surface.  By the President: Lordrew Wilson By M. J. Roy Secretary.  Recorded, Colombo tol 335273  M. Alyfird Newson States of the General Land Office.
Filed for Record the 25th day of June 1. D. 1913 , at 800 o'clock 4 M.

# 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 Learing W. Curle

has been established and duly consummated, in conformity to law, for the mostlewest specialist of Leating a two city four west of the Sixth Brincipal Interedicing Colorador, Containing one hundred and risky 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, Woodwo W 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 firstday of the unch in the year of our Lord one thousand nine hundred and four terms and of the Independence of the United States the one hundred and Thurly eight

TED STAN SEAL

BY THE PRESIDENT: Motdrow Wilson

BY M. D. Les Hoy SECRETARY.

LQC Lancar

Recorder of the General Land Office.

Filed for Record the.

day of July A. D. 19/9, at 830 o'clock C. M.

Harry M. M. Kinney RECORDER. By Emana & Williams DEPUTY.

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

Wray, Colorado July 5, 1910

13. . . : : 61

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 wav 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

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october 16 19:00 o'clock
October 16 19:75

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BOARD OF YUMA COUNTY COMM

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 track 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 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 or royally, to the tentire production from the portion of 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 leaser 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 WHEREOP, we sign the day and year first above written. Witness:	Harry & Salvador
	Harry E. Salvador
	alice of Salvadar.
	Alice L. Salvador

2

	A. CO. 80207.13031	*1	•	
STATE OFColorado	Oklahoma,	Kansas, New Mexico, Wyomii	ng, Montana, Colorado, Uttah, South Dakota	
COUNTY OF YURA	e.	ACKNOWLEDGMENT	INDIVIDUAL	
BEFORE ME, the undersigned, a Notary Public	c, in and for a	aid County and State, on th	is	
day of	onally appeare	d Harry E. Salvador	and Alice L. Salvator,	
d husband and wife		μ.		
and II				
			erson.S described in and who ex	ecut
the within and foregoing instrument of writing and a and voluntary act and deed for the uses and purpose:	cknowledged	to me that they duly e	executed the same as their	f
,				
IN WITNESS WHEREOF, I have hereunto so My Commission Expires	et my hand ar	id affixed my notarial seal th	e day and year last above written.	
Try Commission Depicts	············	Donald S. War	ren Notary Public.	••••••
	· · · · · · · · · · · · · · · · · · ·			
STATE OF	. Oklahoma.	Kansas, New Mexico, Wyomis	ng. Montana, Colorado, Utah.	
COUNTY OF		Nebraska, North Dakota, ACKNOWLEDGMENT -	ng, Montana, Colorado, Utah, South Dakota INDIVIDUAL	
BEFORE ME, the undersigned, a Notary Public				
day of, 19, pers	onally appears	d	•	
		N.	**************************************	
and		6.		٠
	to me	known to be the identical p	erson described in and who ex	ecu
the within and foregoing instrument of writing and a				
and voluntary act and deed for the uses and purpose				
IN WITNESS WHEREOF, I have hereunto se	et my hand ar	d affixed my notarial seal th	ne day and year last above written.	
My Commission Expires		7		è
	<del></del>		Notary Public	
·	4	4		
State of		ACKNOWLEDGMI	ENT (For use by Corporation)	
County of				
· ·	∫333, ·	•	6	
On thisday ofday			, А. D. 19 before me per	SOB.
On thisday ofappeared	**********		to me personally known, who, be	
On thisday ofday	**********		to me personally known, who, be	
On this	****************		to me personally known, who, be	ing
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On thisday of	and that the ed in behalf of wledged said	seal affixed to record on the 21.  August 1978 at grant was filed for record on the 21.  August 1978 at grant and duly recorded in page 112.	ent is the corporate seal of said corrity of its Board of Directors, and and deed of said corporation.  Notary Public.	ing  ipo
On thisday of	and that the rd in behalf of wledged said	histrument was filed for record on the 21.  August 1978 at 12.  Sal. Page 112.	ent is the corporate seal of said corrity of its Board of Directors, and and deed of said corporation.  Notary Public.	ing  ipo
On this day of appeared appeared and say that he is the duly sworn, did say that he is	and that the ed in behalf of wledged said	was filed for record on the 2.1.  10. The stand of the said corporation by anthorizon at the said corporation by and duly recorded in the said duly	ent is the corporate seal of said corrity of its Board of Directors, and and deed of said corporation.  Notary Public.	ing ipo

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% of Section 24 EXCEPT approximately 7½ 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 - 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.

, 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 <a href="HARRY J. SALVADOR and MARY S. SALVADOR, as joint tenants">HARRY J. SALVADOR and MARY S. SALVADOR, as joint tenants</a>, their address being: 13856 C.R. 57, Yuma (80759), County of Yuma, and State of Colorado, the following real property in the <a href="County of Yuma,">County of Yuma, and State of Colorado</a>, to wit:

All of the Grantors' undivided interest in and to: The NW% of Section 24, Township 5 North, Range 47 West of the 6th 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.
Rodny w. Salvado	Candac K Moneusic Candace K Moneusic
Rodney W. Salvador	Candace K/Hofmeister
STATE OF COLORADO	)
County of Phillips	) ss. )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of August, 2002, by RODNEY W. SALVADOR and CANDACE K. HOFMEISTER.

Witness my hand and official seal. My commission expires 6-25-2004

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 6th 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	S. Salvados
		k E. Salvador

STATE OF COLORADO	)	
County of Phillips	) ss. )	

The foregoing instrument was acknowledged before me this  $13^{2}$  day of August, 2002, by FRANK E. SALVADOR.

Witness my hand and official seal. My commission expires 6-25-2004

decds\salvador frank

©

#### **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** 5564 Mosquito Pass Dr., CO Springs, CO 80917

An undivided one-third interest

STEVEN D. SALVADOR

An undivided one-third interest

13856 Co. Rd. 57, Yuma, CO 80759

**BARBARA C. HOLCOMB** 24055 W. 171st St., Kellyville, OK 74039

An undivided one-third interest

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 6th P.M.

Section 11: NW1/4

Section 17: NE1/4 and SE1/4

Township 5 North, 47 West of the 6th P.M.

Section 12: NE1/4 Section 24: N1/2

with all its appurtenances.

Signed this  $13^{13}$  day of 5evt, 2012.

STEVEN D. SALVADOR, trustee of the

Mary S. Salvador Family Trust

LAURETTA J. GIBBS, Justee of the

Mary S. Salvador Family Trust

(Acknowledgments on reverse side.)

00554464 9/18/2012 11:17 AM Yuma County Recorder, BEVERLY WENGER Page 2 of 2 DEED R 15.00 S 1.00 D 0.00

STATE OF COLORADO )	
County of Phillips )s.	
County of 1 Valley of	salb 5
The foregoing Deed was acknowledg	ed before me this day of of 2012,
	of the MARY S. SALVADOR FAMILY TRUST, under
	ded December 21, 1999 and January 15, 2002. Witness my
hand and official seal.	11
	Milla Stille.
11-1-15	Notary Public
My commission expires: 11-1-15	minora L. Killing
	The state of the s
	Hotan
	Public E
•	100 N 100 N 100 N
STATE OF COLORADO )	
) s.	Will to the state of the state
County of Phillips )	
The foregoing Deed was acknowledge	ad before me this Aday of 1994 2004
	ed before me this Oday of Volume, 2004, the MARY S. SALVADOR FAMILY TRUST, under
agreement dated January 18, 1980, and amend	ded December 21, 1999 and January 15, 2002. Witness my
hand and official seal.	10.11
	ZMAWay VIV
	Notary Public
My commission expires: $1/-1/5$	MIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
	MINIOTO L. KILLING
	E 10101/2
	Aubilo Colorania Onia
	Min of Coloring

DEED R 15.00 S 1.00 D 0.00

## **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 6th P.M.

Section 11: NW1/4

**NE1/4 and SE1/4** 

Township 5 North, 47 West of the 6th P.M.

Section 12:

Section 17:

NE1/4

Section 24: N1/2

with all its appurtenances.

Signed this 13th day of Sept., 2012.

STEVEN D. SALVADOR, trustee of the

LAURETTA J. GLOBBS, trustee of the

Harry J. Salvador Trust

Harry J. Salvador Trust

(Acknowledgment on reverse side.)

00554465 9/18/2012 11:17 AM Yuma County Recorder, BEVERLY WENGER Page 2 of 2 DEED R 15.00 S 1.00 D 0.00

STATE OF COLORADO )	
) s.	
County of Hillias	
	inth C +
The foregoing Deed was acknowledged before me	this
by STEVEN D. SALVADOR as a co-trustee of the HARR	Y J. SALVADOR TRUST, under agreement
dated January 18, 1980, and amended December 21, 1999	and January 15, 2002. Witness my hand and
official seal.	$1 \cdot 1 \times 1 \cdot 0$
	VIM IN O WILL
	- Ruma usu.
My commission expires: $1 - 1 - 15$ .	Notary Public
My commission expires. 11 1 1	William Killing
	Station 12 1
	Hotar
	Aublic
	= 0
STATE OF COLORADO )	William Coloring
) s.	***: 1 <b>9 3 3</b>
County of Phillips )	
, , , , , , , , , , , , , , , , , , ,	cilla
The foregoing Deed was acknowledged before	me this y day of
2004, by LAURETTA J. GIBBS,	
SALVADOR TRUST, under agreement dated January	18, 1980, and amended December 21
1999 and January 15, 2002. Witness my hand and of	ficial seal.
•	$\langle \langle \langle \langle \langle \langle \rangle \rangle \rangle \rangle \rangle \langle \langle \langle \langle \langle \rangle \rangle \rangle \rangle$
	V. Milla Chille
- 	Notary Public
My commission expires:	***************************************
(	William Control
	Wotan Motan Of Colorania Maria
•	#010n
	111101 Colours
	· ** *** ** * * * * * * * * * * * * * *

00556587 3/25/2013 10:06 AM Yuma County Recorder, BEVERLY WENGER Page 1 of 1 BARGAIN R 10.00 S 1.00 D 0.00

#### **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 6th 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 day of March, 2013.

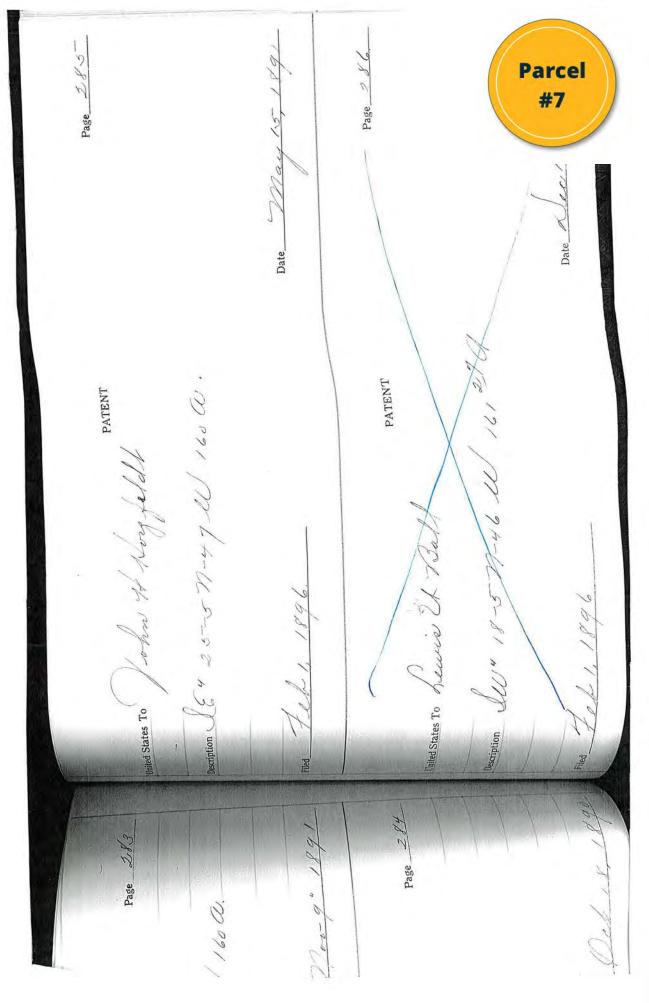
STATE OF COLORADO

) ss. County of \_\_\_\_\_\_\_

The foregoing Bargain and Sale Deed was acknowledged before me this 22 March, 2013, by STEVEN D. SALVADOR.

WITNESS my hand and official seal.

My Commission Expires Sept. 6, 2013



THE UN	ITED STATES OF AMERICA.	
	TIES OF AMERICA.	
STERLING 0909		
	whom these Presents shall Come, GREETING:	
Office, whereby it appears that, pursuant	degister of the Land Office at Sterling, Colorado, has been deposited in the General Land to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers obtained thereto, the claim of Secure Lands Settlers."	
	***************************************	
has been established and duly consummate destron twenty-five services as the day one humanital sights as	ted, in conformity to law, for the second se	
		12.4
		101
Now Know Ye, That there is, the described; To Have and to Hold the sa heirs and assigns of the said claimant. fo facturing, or other purposes, and rights to and acknowledged by the local customs, law	y of the said Land, returned to the General Land Office by the Surveyor-General: refore, granted by the United States unto the said claimant. the tract of Land above id tract of Land, with the appurtenances thereof, unto the said claimant. and to the over; subject to any vested and accrued water rights for mining, agricultural, manuditches and reservoirs used in connection with such water rights, as may be recognized was, and decisions of Courts; and there is reserved from the lands hereby granted, a right ructed by the authority of the United States.	
of America, have caused these letters to be	President of the United States e made Patent, and the seal of the General Land Office to be hereunto affixed.	
	of Washington, the transfer over the day of the the	1110
year of our Lord one thousand nine hundr	ed and Listers and of the Independence of the United States the one	
	By THE PRESIDENT:	
Julieo STATES	By see it. Assessed within Secretary.	
SEAL W		
RECORDED: Pat	RECORDER OF THE GENERAL LAND OFFICE.	
Filed for Record the 2 f	day of	
GARANT AND THE STREET	Adres Alcocks Recorder.	
No. 72.29.L.	By DEPUTY.	

©

6001 3 .4 n. 257

1031/2-WARRANTY DEED-Vesting Entire Title in Survivor

The Huffman General Supply House, Lincoln, Natr.

KNOW ALL MEN BY THESE PRESENTS, That



Otto Stoermer and Lens Stoermer

of Cole Cump, 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

The North East Quarter of Section Twenty Five (NEgrezs), in Township Five North (Twp.5N), Range Forty Seven West of the Sixth P.N. (47W,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

Post / MAR 22 1956 # 9:30 o'rs & A. W

332053 - JOHN ADCOCK, Re- 100

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 GRANTEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DE-SCRIBED 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 8 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 berein.

IN WITNESS WHEREOF We have hereunto set our hand 5 // this 15th day of

March 1956 , A. D.

In presence of

ena Stoermer

STATE OF Missouri

County of Benton.

On this 15th day of Merch

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 person .......whose name...s...are affixed to the above instrument as grantor......, and......that..they..... acknowledged said instrument to be their voluntary act and deed. witness my hand and Notarial Seal the date last aforesaid.

Lawin 7. Bradynotary Public

My commission expires on the 10th day of May, A. D.1058

Book 499, Dage 156

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

Recorded Apr 14, 1980 at 3:00 0'Clock P M
Reception 416107 Margie Eyestone, Recorder

BOOK 554 PAGE 152

File No. N

#### 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

32.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, after, 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 nerein 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 CHANTEE, its successors and assigns, so long as the rights and casements 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, impecting, 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.

-1-

between the parties and that no representation or statments, 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
ARCIL 14. 1980 1979.
LANDOWNER'S SIGNATURE
Robert. W grof Minnie Korf
The state of the s
TENANT'S CONSENT
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 <u>Coloando</u> ) SS
COUNTY OF
SUBSCRIBED AND SWORN TO BEFORE ME, JONALD L. SUBSCIOCK A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, ON THIS DAY OF
AMELL 14, 1980 +979, BY ROBERT W. KARF & 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.
Donal Dal
NOTARY PUBLIC
My Comm. expires April 15, 1981
<del>さって、「「「「「「」」」。</del>
BUV / 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
CO COLUMNIA

©

BOOK 685 Page 265

PERSONAL REPRESENTATIVE (Textate Estate)	'S DEED	
HIS DEED is made by MINNIE A. KORF		
ROWST W. KORF as Personal Repres MINNIE A. KORF, individually	entative of the Estate of, deceased, Grantor,	-164 685 MG 265
how legal address 1 57111 ro RD F Yuma , CO 80759	. Grantee,	
the *County of Yes	ma , and	
WHEREAS, the Last Will and Testament of the above cedent, and is dated	79, which Will was d	uly admitted to ctorzock) (informul)
WHEREAS, Grantor was duly appointed Personal R _89., and is now qualified and acting in said capa NOW, THEREFORE, pursuant to the powers confer	, State of Cole epresentative of said listate ( city red upon Grantor by the Co	m February I
ereby sell, convey, assign, transfer and set over unto  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	**************************************	EXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
All oil, gas and mineral right accrued or hereafter paid on	ts and all royalty	payments now
TOWNSHIP 4 NORTH, RANGE Section 8: SEC, S	of NEL;	ти р.н.
Section 9: W <sub>3</sub> EXC Section 17: E <sub>3</sub> :	EPT 35 acres, SE4;	
TOWNSHIP 4 NORTH, RANG Section 8: E5; Section 17: All;	GE 46 WEST OF THE 6	TH P.M.
TOWNSHIP 5 NORTH, RANG	GE 47 WEST OF THE 6	TIL P. M.
TOWNSHIP 5 NORTH, RANG Section 25: NEW	GE 47 WEST OF THE 6	State Documentary Fee October 5, 1990
Section 25: NE's		State Documentary Fee October 5, 1990 EXEMPT
	is and restrictions of record, and roads and public as and mineral reserve protection distillstricts.  It plural the singular.  MINNIE A. KORF, partner of R. W	Scate Documentary Fee October 5, 1990  EXEMPT  Individually and as KORF & CO., a  d M.A. KORF & CO., a
Section 25: NEW  with all appurtenances, subject to covenants, easement the year 19, and subject to all existing of recorded easements, and oil, go record, also burdens of existing filestricts, and any other improvement of As used herein, the singular includes the plural and the	is and restrictions of record, age roads and public as and mineral resette protection distillstricts.  Its plural the singular.  MINNIE A. KORF, partner of R. W partnership, an partnership.	State Documentary Fee October 5, 1990  EXEMPT Indistriction general property taxes highways, established reations and conveyances ricts, soil conservation  Individually and as KORF & CO., a
Section 25: NEW  So known by street and number as  With all appurtenances, subject to covenants, easement the year 19, and subject to all existing and/or recorded easements, and oil, go frecord, also burdens of existing filestricts, and any other improvement of As used herein, the singular includes the plural and the	is and restrictions of record, age roads and public as and mineral resette protection dist listricts.  Manual the singular.  MINNIE A. KORF, partner of R. we partner of R. we partnership, an partnership.	Scale Documentary Fee October 5, 1990 EXEMPT Indistribution general property taxes highways, established rvations and conveyances ricts, soil conservation  Output  Individually and as KORF & CO., a M.A. KORF & CO., a
Section 25: NEW  So known by street and number as  With all appurtenances, subject to covenants, easement the year 19, and subject to all existing of recorded easements, and oil, go frecord, also burdens of existing filestricts, and any other improvement of As used herein, the singular includes the plural and the singular includes the singular includes the singular includes the singular includes the singular	is and restrictions of record, and roads and public as and mineral rese tre protection dist listricts. The plural the singular.  MINNIE A. KORF, partner of R. W partnership, an partnership.  If the Estate of Road as of the list day of the list and the list are of the li	Scate Documentary Fee October 5, 1990  EXEMPT  Individually and as KORF & CO., a  M.A. KORF & CO., a  Deceased  October 19 90
Section 25: NEW  So known by street and number as  With all appurtenances, subject to covenants, easement rithe year 19, and subject to all existing of record, also burdens of existing filestricts, and any other improvement of As used herein, the singular includes the plural and the fixecuted	Is and restrictions of record, ag roads and public as and mineral resetre protection dist listricts.  Its plural the singular.  MINNIE A. KORF, partner of R. W partnership, an partnership.  If the Estate of Road as partner of R. W. Sebate of R. W. Sebert W. Korf	Scate Documentary Fee October 5, 1990  EXEMPT  Indistripction general property taxes highways, established ricts, soil conservation  The first stable of the first sta
Section 25: NEW  So known by street and number as  With all appurtenances, subject to covenants, easement the year 19, and subject to all existing of record, also burdens of existing filestricts, and any other improvement of As used herein, the singular includes the plural and the fixecutedOctober 4, 1990	Is and restrictions of record, ag roads and public as and mineral resetre protection dist listricts.  Its plural the singular.  MINNIE A. KORF, partner of R. W partnership, an partnership.  If the Estate of Road as partner of R. W. Sebate of R. W. Sebert W. Korf	Scale Documentary Fee October 5, 1990  EXEMPT  Indistripction general property taxes highways, established ricts, soil conservation  October 1990  KORF & CO., a description of the conservation october 1990  KORF & CO., a partnership october 1990  KORF & CO., a partnership october 1990  KORF & CO., a partnership october 1990  Deceased of the conservation of the conservation october 1990  Deceased of the conservation october 1990  Deceased of the conservation october 1990  NORF & CO., a partnership october 1990

BOOK 685 Dage Help

	QUIT CLA	AM DEED		1
THIS DEED. A betweetell NN I E. R. W. KORF a partnersh of the Colorado grantor	A. KORF, Indivi & GO., a partner Ip 'County of	of Octob (dually and a rship, and M. Yuma	s partner of	-10- 685 mg 266
MINNIE A. K	ORF, Individual!	y		
whose legal addre	52111 CO 8L	E, Yuma, CO	80759	L.
of the	County of	Yuma	and State of Col	infadsi, granteebti
DISTRIBUTION the receipt and sur- these presents do re toreser, all the rip	N = = = = = = = = = = = = = = = = = = =	v acknowledged, ha onvey and OUTLCT and demand white	ve remised, released, sold, MM unto the grantee(4),	PERSON ENTITLED TO  OUTLARS conveyed and QUIT CLAIMED, and by here heirs, successors and assigns and to the real property, together with Yuma and State or
	l, gas and miner		d all royalty pay	ments now accrued
		RANGE 47 W SE): St of NE St EXCEPT 35		35.5
	Section 8: E Section 17: A	12:	EST OF THE 6TH P.	М.
1	Section 25: N	RANGE 47 W	EST OF THE 6TH P.	M.
	Jection 27.		Sir	to Decomentary Fee
			Pa.	Oct 5, 1990
			EX	EMPT
also known by stre	et and number as		-	
anywise thereunto . the only proper use	appertaining, and all the e c. benefit and behavit of the	state, right, title, into he granteer <b>st</b> , li	rest and claim whatsoever, of the being and assigns fore is deed on the date set forth  X	
	STATE OF COLOR	ADO,	T.	
MINNIE A.	County of Yuma stroment was acknowledge KORF, Individu & & CO., a part	ally and as	4th day of partner of F. W.	October .1990 KORF & CO., a partnershi
My communion	expires July	13 .19	94 Willess my hand and of	official scal

No

doc

fee

#### QUITCLAIM DEED THIS DEED, dated between MINNIE A. KORF, individually, and MINNIE A.KORF as Trustee of the ROBERT W. KORF FAMILY TRUST and State of \*County of Yuma Colorado, grantor (%), 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 and State of Colorado grantee(s), County of Yuma of the WITNESS, that the grantor(8), for and in consideration of the sum of gift deed DOLLARS. remised, released, sold and QUITCLAIMED, and by these the receipt and sufficiency of which is hereby acknowledged, ha S 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 B in and to the real property, together with improvements, if any, and State of Colorado. County of Yuma situate, lying and being in the 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: Es; Section 17; All; TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6th P.M. SINE's, SE's; Section 8: Section 9: Win and SEk; Section 17: E1;

TOWNSHIP 5 NORTH, RANGE 47 WEST OF THE 6th P.M. Section 25: NE%;

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(8), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) their heirs and assigns forever.

executed this deed on the date set forth above. IN WITNESS WHEREOF, the grantor(x) has

MINNIE A. KORF, Individually Trustee of Robe Robert W. MINNTE A. KORF

STATE OF COLORADO

County of Yuma

,20 01 The foregoing instrument was acknowledged before me this day of ,20 01 ,20 MINNIE A. KORF, Individually and as Trustee of Robert W. Korf Family Trust

> Witness my hand and official seal. My commission expires:

> > My Commission expires May 05, 200

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

No. 933. Rev. 4-94. QUITCLAIM DEED

Bradford Publishing, 1743 Wazee St., Denver, CO 80202 - 303-292-2500 - www.bradfordpublishing.com - 3-2000

100





#### 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 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

## TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 8: S½NE¾, SE¼ Section 9: W½, SE¼ Section 17: E½

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

Section 25: NE1/4

TOGETHER WITH all water rights and irrigation equipment appurtenant thereto.

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 st 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 2/57 day of Horozop , 2002, by ROBERT E. KORF and ELDON L. KORF, as uccessor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979.

WITNESS my hand and official seal.

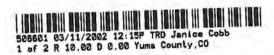
My commission expires:

7-13-02

NOTARY PUBLIC - THOMAS J. CALLAHAN

TRANSFER DECLARATION
ACEDIAPMNED THIS DOCUM





#### 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: E1/2 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: NE%

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 st day of February , 2002.

ROBERT E. KORF and

ELDON L. KORF, as Successor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979 TRANSFER DECLARATION ACCOMPANIED THIS DOCUME



STATE OF COLORADO )
) S\$.
COUNTY OF Y U M A )
day of
The foregoing instrument was acknowledged belove me and z
, 2002, by ROBERT E. KORF and ELDON L. KORF, as
Professory , 2002, by ROBERT Entered March 10, 1979
Successor Trustees under ROBERT W. KORF FAMILY TRUST dated March 19, 1979.
WITNESS my hand and official seal.
WIII(LOD III) II-II-II
My commission expires:
My commission expires:
O'PARY (E)
March 10 10 10 10 10 10 10 10 10 10 10 10 10
NOTARY PUBLIC - THOMAS J. CALLAHAN
NOTARY POBLIC - Include 5.

506604

505604 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, Grantor's 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: NE1/4

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 Fel. 21 ,2002

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.

STATE OF COLORADO

COUNTY OF YUMA

Witness my hand and official seal.

My commission expires:

7-13.02

NOTARY PUBLIC - THOMAS J. CALLAHAN





## 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, Grantor's 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,

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: E1/2 Section 17: All

TOWNSHIP 4 NORTH, RANGE 47 WEST OF THE 6TH P.M.

Section 8: S%NE%, SE% Section 9: W12, SE14 Section 17: E1/2

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

Section 25: NE1/4

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 2154 February

ELDON L. KORF, as Personal Representatives of the Estate of Minnie Alta Korf aka Minnie A. Korf aka

Minnie Korf, deceased.

STATE OF COLORADO COUNTY OF YUMA

The foregoing instrument was acknowledged before me this 2/57 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:

NOTARY PUBLIC - THOMAS J. CALLAHAN

No Doc. Fee

228 19054

PRE-EMPTION AND GASH ENTRY PATSNT,-The Gasette Printing Co., Printers and Manufacturing Stationers, Colorado Springs, Color

### THE UNITED STATES OF AMERICA.

CERTIFICATE No./0262

To all to Whom these Presents shall come, Greeting:

Parcel #8

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office
Survey Colorade whereby it appears that full payment has been made by the sail
D. 11 &
Cicar M. Hunst
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
North East Quarter of Section Tour Igen in Township for North, of Range Forty Seven West in High Orincipal Mone in Polobado Contaming Our Vindored and Sixty acres
coording to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Survey
eneral, which said Tract has been purchased by the said
Csear M. Yurst
Bow Brown De That the Knith States of days in the States of days
How know De, That the United States of America, in consideration of the premises, and in conformity with
e several Acts of Congress in such case made and provided, have given and granted, and by these presents o
ive and grant unto the said
Calar M. Junet
nd to Ind. heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with a co rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said
J. Cscarlle Hunst
nd to lwo heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultura
anufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water right
may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the
ght of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to
metrate or intersect the premises hereby granted, as provided by law.
The second state of the second
177 179
In Testimony Wibereof, T. 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 Air Life
SEAL. w day of March in the year of our Lord one thousand eight hundre
a . 0/ // X -
A SO THE STATE OF
one hundred and reflection
THE PRESIDENT: Illyummhamson Bullen due far land as Socretar
ecorded, Vol. 18 Page 330
Recorder of the General Land Offi
Filed for Record the day of d. D. 189 1, at 7 o'clock L.M.
A W GELL
Calo Ming of Affinger
Juane
Ву

	THE UNITED STATES OF AMERICA.
STERLING A	Season and the season
	To all to Whom these Presents shall come, GREETING:
200000000000000000000000000000000000000	
Land Office, whereby it Settlers on the Public Do	retificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual main," and the acts supplemental thereto, the claim of the Actual Market Mark
Now Know Ye, Th described; To Have and theirs and assigns of the sai facturing, or other purposes and acknowledged by the le	at of the Survey of the said Land, returned to the General Land Office by the Surveyor-General: at there is, therefore granted by the United States unto the said claimantthe tract of Land above to Hold the said tract of Land, with the appurtenances thereof, unto the said claimantand to the declaimantforever; subject to any vested and accrued water rights for mining, agricultural, manus, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized opeal customs, laws, and decisions of Courts; and there is reserved from the lands hereby granted, a right or canals constructed by the authority of the United States.
	an an Francisco
America, have caused these	e letters to be made patent, and the Scal of the General Land Office to be hereunto affixed.
America, have caused these Given Under my ha	beletters to be made patent, and the Seal of the General Land Office to be hereunto affixed.  Ind, at the City of Washington, the Made of day of the City of Washington, the Made of the City of the City of Washington, the Made of the City of the City of Washington, the Made of the City of the C
America, have caused these Given Under my ha of our Lord one thousand n	be letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.  and, at the City of Washington, the Made of the Land of the City of Washington, in the year  and of the Independence of the United States the one hundred
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America, have caused these Given Under my ha of our Lord one thousand n	By THE PRESIDENT:
America, have caused these Given Under my ha of our Lord one thousand m and healing high	ned, at the City of Washington, the Market and of the Independence of the United States the one hundred
America, have caused these Given Under my ha of our Lord one thousand m and hearing high	and, at the City of Washington, the Mandell day of Mandred and free land of the Independence of the United States the one hundred  By THE PRESIDENT:
America, have caused these Given Under my ha of our Lord one thousand m and hearing high	By THE PRESIDENT:

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

BOTH 344 Flex 198

Filed for record the JUL 114956	0:30
The second secon	A. D. 19 81.9.830 o'clock A. sw.  — Rev., John Adoock RECORDER.
This Indenture. Made this 31	st day of May , in the year
of Our Lord One Thousand Nine Hundred and	Fifty-Six , in the year
ROSCOE H. VOLLAND	As Executor
of the Estate of Rose Manne Co.	as Executor
deceased	
, part. y of the	first part, and VERNER M. HAM
of the	a , and State of . Colorado ,
Whereas, in the County Court of the	County of Yuma, in the
State of Colorado, on the24thday	ofApril A. D. 10 56 4
estate of Rae Moore Shortess, dec authorizing and directing sale of the Real Estate here	000000
And Whereas, The said part. y of the first pa	rt did, on the lst day of May
A. D. 19. 56 , sell at huhl to	
to the party of the second part, the hereinafter de of the Court.	total sum of 7,595.00 DOLLARS, scribed real estate pursuant to and in full compliance with said order
of the first part as Research	y of
sale so made as aforesaid;	aid estate as aforesaid, submitted to the said Court a report of such
And Thereafter, an order confirming the said sa said estate, which order is as follows, to-wit:	le of Real Estate was made and entered of record in the matter of
IN THE COUNTY COURT	Filed May 19, 1956
in and for the County of Yuma	Buffer Roberts, Clerk
and State of Colorado No 8302	
N THE MATTER OF THE ESTATE OF RAE MOORE SHORTESS,	- 15, - 1711 77 8500
	Order Confirming Sale
Deceased	of Real Estate
	of Real Estate
This matter coming on to be heard this day upon th	public e report of the sale at stroke sale by ROSCOE H. VOLIAND,
cExecutor	ROSCOE. H. VOLIAND,
(Title of Representative(s)	of the above entitled estate, to
tate located (unless otherwise stated) in the County of	Yuma of the following described real , State of Colorado:
material and and and and and and an	toward in and to the
sorthed as commenced	acres, more or less, de-
Northwest Quarter of Sect.	the Northwest corner of the ion 23, Township 5 North, P. M: thence South 7 rods, ine of said Quarter Section, he north line of said Quarter
thence East to the East 1	ine of said Quarter Section.
Section, thence West to the Township 5 North Reng	he north line of said Quarter he point of beginning; all
Yuma County, Colorado, re-	e 47 West of the 6th P. M.
an undivided one-givth in	torest in the granter herein   DOCKNEY WILL

BOW 364 May 201

THIS DEED,	Recorded at 9:30 o'c Reception No. 333150		nn Adcock	BOOK 364 PARE <b>2</b> 01
	Made this 3/	est day of Ina	-	
between Ma	r Lord one thousand nine hun rguerite Moore Vo	dred and fifty-six		
County of John	I USON and State of 100	OWN of the loradox of the first part, s	and	
of the	Verner M. H. County of	am Yumo		
State of Colorado,	of the second part;		nd	
to the said part whereof is hereby presents does heirs and assigns for the An undivided and 5 1/2 accorner of the to the East the North 11	grant, bargain, sell, convey orever, all the following desc	has granted, by and confirm, unto the said ribed lots or parcel of Yuma est in and to ti 3, described as on 23, thence of the said part and to ti con 23, thence of the Section, the	y of the second regaland, sold and convey party of the second state of ( and Stat	DOLLANS  part, the receipt ed, and by these ad part, his lying and being colorado, to-wit:  tion 14 the NW hence East
TOGETHER wit appertaining, and the the estate, right, title, or equity, of, in and te TO HAVE AND said party of the for her self agree to and with the ing and delivery of the perfect, absolute and is perfect, advantaged authority to are free and clear from whatever kind or nature	th all and singular the here reversion and reversions, reconstructions, reconstructions, reconstructions and domain of the above bargained premises to HOLD the said premises he second part, this heirs here here, executor	editaments and appurtenan- mainder and remainders, re whatsoever of the said part es, with the hereditaments above bargained and deser- and assigns forever. And a, and administrators, do ad part, his heirs and a well seized of the prem well seized of the prem nee, in law, in fee simple, rey the same in manner and bargains, sales, liens, tax	nees thereto belonging, parts, issues and profits the young, issues and profits the young for the first part, and appurtenances.  the said party of the said	or in anywise oreof; and all either in law sices, unto the he first part, bargain, and of the enseal-
IN WITNESS WHI	d premises in the quiet and p and assigns against all and ever a said part y of the first EREOF, the said part y y and year first above writter Witness, M.	t part shall and will WAI of the first part has	rally claiming or to claim RRANT AND FOREVER hereunto set her  Moore Vollance	hánd DIEGMENTARY
The foregoing instrum		Mand,	day of May	(SEAL)
				CALL PROPERTY AND ADDRESS OF THE PARTY AND ADD

Bon 364Page 200

ohn Adoock RECORDER.  y BOOK 364 PARE 202 , in the year , between  as Executor  core  HAM  Colorado  a , in the  A. D. 19. 56, in the matter of the deceased, an order tered of record.
y , in the year , between , between  A. D. 19. 56, in the matter of the
Colorado  ia , in the  A. D. 1956, in the matter of the
A. D. 1956, in the matter of the
A. D. 1956, in the matter of the
deceased, an order tered of record.
THE RESERVE AND ADDRESS OF THE PARTY OF THE
.day ofMay
A. D. 19. <b>56</b> ., the said party
to the said Court a report of such
ntered of record in the matter of
ed May 19, 1956 r Roberts, Clerk
<b>基本程序</b>
onfirming Sale eal Estate
by ROSCOE H. VOLLAND,
of the following described real
the re representation of the recommendation

138

©

No. 363115	Johr	n Adcock ascoru	HAC
Winston Lee Ham end Mary Ar	nn Ham, Husband and W	ilfe,	
whose address is Haxtun			****
County of Phillips consideration of Ten Dellars and n hand paid, hereby sell(s) and convey	other valuable consi y(s) to kelvin L. Kech	deretions <b>DOLLA</b>	RS,X
whose address is Chappel 1 County of Dewel	Description residents a distribution		- I
County of Devel real property in the County of Y	and State of Nebrasi umc and Sta	te of Colorado, to-wit:	ng
NWh of Section 14 and NEA 47 West of the 6th P. M., a gas and other minerals with by former owners and except as joint termints, an undivining all with right of accommons.	except an undivided of right of access the ting and reserving unlided one-fourth of all	one-half of all of ereto as reserved nto grantors here!	1. n.
with all its appurtenances and warrant( ges lesse of record, if an subsequent to 1957;	s) the title to the same, subjey, and general, taxes	ect to: oil a	nd s
Signed this 5th	day of August Limetes 2 Mary 0		x:
STATE OF COLORADO,	A STATE OF THE STA		
County of Phillips	e foregoing instrument was a	ocknowledged before me t	his
	day of August		
	on Lee Hem and Mary A		
,	1		
COLUIT FAST			
	y hand and official seal.	967.	ALC: UNKNOWN
	sion expires Mar. 26, 1	Constitution of the Consti	45
	carl J. G	llesmeier	

	N		
Verner M. Hem	1. 14s		distante descriptions
base address is Haxtun	eri erikirin errenamen men engen errena		
County of Phillips County of Phillips Consideration of Ten Dollars n hand paid, hereby sell(s) and c	onvey(s) to Melvin	. Kechley	DS DOLLARROY
whose address is Changell			mak Minimum
County of Deue L. eal property in the County of	and State of Ne	praska	, the following
The S2 of Section 14 (t Lond Registration) and Section 23 described as thence south 7 rods, th section, thence north 3 section, thence west to 5 North, Renge 47 West	5½ acres, more or commencing at the ence east to the 1½ rods to the nor the point of beg	less, in the B NW corner of east line of se th line of seld inning, all be	Wit of seic NWt, id querter quirter
with right of access to excepting and reserving of ell oil, gas and other with all its apportenances and waleases of record, if a	y unto grantor her her minerals with rrant(s) the title to the s ny, and general to	ein an undivid rimit of acces ame, subject to:	ed one-fourth s thereto,  l and gas ubsequant to
year 1957.	day of Avis		
Signed this 5th	n/	m 21	m.
Signed this 550		creci il 180	
Signed this 250		234 A. 17 L. 17 S	
Signed this	\{\text{ss.}\} \text{The foregoing instrum} \text{5th} \text{day. of.}		/^
STATE OF COLORADO, County of Phillips	The foregoing instrum	the state of the state of	ed before me this

BOOK 538 Page 218

Before me, the undersigned, a Notary Pul	Sa. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Co	olo.)
- a		
y of reor.		
Bonnie L. Kechley, husband &	wife	
**************************************	·	
me personally known to be the identical personal they expended the same as	ons_who executed the within and foregoing instrument and acknowledged t	to me
IN WITNESS WHEREOF, I have hereunt	<u>leir</u> free and soluntary act and need for the uses and purposes therein set to o set my hand and official seal the day and year last above written.	TOTEN.
commission experes April 24, 1979		_
	C. J. BEARD Notary Public.	
ATE OF		100
UNTY OF	ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kaus., Okla., and Co	olo.)
Before me, the undersigned, a Notary Pub	lic, within and for said county and state, on this	
	, 19, personally appeared	_
1		_
me nevenally known to be the identical person	m_who executed the within and foregoing instrument and acknowledged t	
IN WITNESS WHEREOF, I have hereunt	free and voluntary act and deed for the uses and purposes therein set i o set my hand and official seal the day and year last above written.	
commission expires	Notary Public.	
	;	
ATE OF	ss. ACKNOWLEDGMENT FOR CORPORATION	
UNTY OF		
On thisday of	, A. D., 19, before me, the undersigned, a Notary F	Public
	erson who signed the name of the maker thereof to the within and fore	
trument as itsPresident and ack luntary act and deed, and as the free and volun	nowledged to me thatexecuted the same asfree tary and deed of said corporation, for the uses and purposes therein set	ee and forth
Given under my hand and seal the day and	year last above written.	
commission expires		
	Notary Public.	
T T T T T T T T		1
	: 19 79 19 79 recorder	
SE SE		
EASE	duly recent	
LEASE	for pread duly 217	3
AS LEASE	inty	opt,
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AND GAS L FROM N. L. KECHLEY TO TO RETERMAN	r COLOBAD  VIDA  nstrument was  day of Ma  o'clock. A  538  s of this office.  The fig.	year.
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SIL AND GAS L FROM LATIN L. KECHLEY. ETT TO TO WESTERMAN	or COLOBAD  of VUMA  is instrument was  is instrument was  3 day of Ma  538  ordeck. A  crearded, return to	1 strapet,

527828

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00527828 Wed Jun 21 11:26:26 MDT 2005 Yuma County Recorder, Beverly A Wenger Page 1 of 1 ND R5.00 51.00 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 6th 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-day of June, 2006.

STATE OF COLORADO

The foregoing instrument was acknowledged before me this 2006, by Linda Kurtzer.

My commission expires: 1-11-08

Witness my hand and official seal.

Notary Public

inited States To 160,58 9 5 n- 47 W Date / Date 2 E. Colouran PATENT 71W 23-571-47 W Description Late 3 44 4 44 802 My United States To 10 harts 6061-81 United States To Description

DWK 36 Jag 104

Combo #9

Book 36 Page 180

# THE UNITED STATES OF AMERICA.

Certificate No
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
Whereas, Som to Staley of Loque County Estores
ha deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at whereby, it appears that full payment has been made by the said
according to the provisions of the Ant of Congress of the 24th of April, 1820, entitled "An Act making further pro-
Vision for the sate of the Public Lands; and the acts supplemental thereto, for
initawing our hundred has any west
according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor iteneral, which said Tract had been purchased by the said.
Same States
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 anto the said
and to MAC 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 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 candis constructed by the authority of the United States.
IN TESTIMONY WHEREOF, I, Busianus Carricon 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 hereupto affixed.  GIVEN under my hand, at the City of Washington, the territory
hundred and windly and of the Independence of the United
BY THE PRESIDENT: Surparied Hackelande Cech Secretary.  By Clien Machelande Cech Secretary.  Recorded, Colorado Vol. 34 Page 1332
Recorded, Colorado Vol
Filed for Record the 170 day of July 3. P. 1907, at 9 relocks M.
The activities and activities activities and activities activities activities and activities activities and activities act

	THE UNITED STATES OF AMERICA.
1	Certificate No. 13467
	TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
	Whereas, Frederick W. Schones of young County bolorado
77	ha Deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at whereby it appears that full payment has been made by the said
	according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "Au Act making further provision
	for the sale of the Public Lands," and the acts supplemental thereto, for
	The South East quarter of haction Twestyther, in Townells Tim North of Range Forty seven Heat of the Sight Principal Meridian in Colored containing One Hundred and
	Sirty and
	according to the Official Plat of the Survey of the said Lauds, returned to the General Laud Office by the Surveyo General, which said Tract has been purchased by the said The during Which said Tract
11	and grant unto the said Ineducich Wischaum and to heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with a the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Finderick Wischaum
	and to 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 thereof for ditches or canals constructed by the authority of the United States.
	IN TESTIMONY WHEREOF, I Dangassis 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 Thirtisth  day of
12	By Great Mark alund are Secretary  My Source of the General Land Office
	Filed for Record the 23° day of Dec. A. D. 19 of, at 20° clock . M
ĺ	W.M. Queckan
	Warner day

Page 197		7 T. 160 acres.	THE WO, 1891.	E55. Page 194.	E. 44 T. 160 acres.	717 V 28, 1891.
101. 24 4. Page 182		13, Imp. 5 7. 3. 47	Date	Vol. 23 A. Page	interim. Seal.	Date
PATENT	5 S		28 1980	PATENT	well, Rec. sa	Jeorge C. Piner April 28, 1920

BOOK 350 Page 348

	EDITE UTI DEPT	
of the County of Tama		a, for the consideration
		and no/100 Dollars,
in hand paid, hereby sell and quit-cla		
		Iowa , the following
		and State of Colorado, to-wit:
The property stante in the county of		and State of Colorado, to-wit:
and all other mine property: The Son Township Five (5) and the Southeast	eral rights only in and the utheast Quarter ( $SE_4^1$ ) of North, Range Forty-eight	t (48) West of the 6th P.N., Twenty-three (23), Township
(Consid	deration less than \$100.0 venue stamps required.)	00.
		7
xwithcollyits annucleoproca		
		2
Signed and delivered this	25 day of	March, A. D. 19. 55
In the Presence of	)/ 900	arguet Helber
SP/Brans		••••••••••••
***************************************		
STATE OF SOLORADO, I	TOWA }	
	nowledged before me this	- <b>25</b> day
	, 19.55., by* Marguerit	e Hilbert
Witness my hand and official soul.	La W. 100-	
My commission expires.	7 4 1957	000
If acting in reorganizative or official capacity, in	meannann)manningnum	Notary Public.

Know all Men by the	ése Presents, That 1,	
	TEDTTE UTI DEPT	
of the County of Tama	and State of Iowa	, for the consideration
of Other Good and Valuable C	Considerations and One and no	100- Dollars,
in hand paid, hereby sell and quit-claim	m to HELEN RICHARDS	***************************************
of the County of Sedgwick	and the State of Colorado	the following
•	Yuma	
property: The Sor Five (5) North, Ra Southeast Quarter	fourth (\frac{1}{4}) interest in and to eral rights only in and to the utheast Quarter (SE\frac{1}{4}) of Sections and Forty-eight (\frac{1}{4}) West of the (SE\frac{1}{4}) of Section Twenty-thr Forty-seven (\frac{1}{4}) West of the	e following described ion Twenty (20), Township the 6th P.M., and the
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(Actual co No revenu	ensideration less than \$100.00 es stamps required.)	).
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neids valicime supplication on the same distribution of the same o		
4		
		No.
O CONTRACTOR OF THE CONTRACTOR	4	
Signed and delivered this	day of	arch . A. D. 19. 55.
In the Presence of	Marque	ita Helbert
		materialis I ha decisionina
STATE OF KONDEANIXX IO	AWC )	
County of TAMA	}	25
May W	., 19.55., by Marguerite Hilber	Ctaday
Witness my hand anticofficial soul.		THE
My commission express	141957	<i>a</i> /
	110	Kee

BULL 350 Page 350

Know	all Men by these	Dresents. That	T.	
	M.			
	y of. Tama			
	Good and Valuable Cons			
	I, hereby sell and quit-claim to			
in nand pare	, nereby sen and quiverann to			
of the Count	y of Boulder			
	y, situate in the County of			
rear property	y, sicuate in the county of	W.114	and	State of Colorado, to-wit:
	property: The Sout Township Five (5) P.M., and the South	ral rights only i theast Quarter (S North, Range Fort neast Quarter (SE	in and to the f $(E_{z}^{-1})$ of Section ty-eight (48) W $(E_{z}^{-1})$ of Section	ollowing described Twenty (20),
	(Actual o	consideration les	s than \$100.00	
mithadioise	animotesanosacx	4 - majority		
	-	*		
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			1	
Signed a	and delivered this.	25day of	March	, A. D. 19.55
	In the Presence of	1) von	reverle.	Helbert
***************************************	LA Branso	· (		
muncolor e-				
County of	TATE OF: COLORADO TOWA	}		
	going instrument was acknowled	ged before me this 955., by Margu	orito Vilkoni	25 day ·
A Partie	The state of the s	www. bynargu	MAN DITORIT	
	my hand and official scale	4.1953		otenorium and antimum desputation . *
-7		polar de la Confessione	DOR.	1
o It actife is if	presentative or official capacity, insert nar	mo and conselty.	W RVE	Notary Public.

BOOK 411 Page 322

	Reception No.3.5		22nd d		Recorder	90x <b>411</b> 1/16
THIS DEED	, Made this		ezita d	lay of		
e ixt	in the year of or	ur Lord one thous	1 1.7.1		278	
Orval I. !	elm	(aka C	rval Hilber Boulder	t Helm)		
and State of Co	olorado, of the first pr	1 10 1			14	24 + 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
of the			Sadgaick	_		
	olorado, of the second ETH, That the said p d sufficient co		t part for and i	in consideration	of the sum of	DOLLARS,
s hereby cont these presents her party of t situate, lying a Colorado, to-w	rety of the first par lessed and acknowled do coremise, releas heirs, successors a hefirst part hag and being in the it: an undivide 11 other ginera	dged, ha 3 remise, sell, convey and assigns, forever in and to the foll Co	sed, released, so ad QUIT CLAIN er, all the right, owing described unty of Lo h (1/12) in	old, conveyed and unto the said title, interest, all minoral regen starest in a	nd QUIT CLAI I part y of the aim and demand ights and i nd to all o	MED, and by e second part, which the said nterests and State of oul, oil,
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		Northeast Qu n (7) North,				
lying and ona-twelft	ith the following in the Conf. (1/12) intered to the follow	unty of Yuma at in and to	all coal,	Colorado, toil, gas, a	o wit: an	mdivided
	fond	Southeast in ship Five (S 6th P.M.				
belonging or in said part y party of t IN WITN and seal	AND TO HOLD the anywise thereunto a of the first part, en esceond part, in ESS WHEREOF, The the day and year firs and Delivered in the	ppertaining, and a ither in law or ear theirs and assessed part Y of the above written.	all the estate, rig quity, to the on signs forever. of the first part	ght, title, interestly proper use, l	st and claim who cenefit and beh	ntsoever, of the oof of the said hand ////////////////////////////////////
<b>4</b> ,	and an any constraints and access	ordinarional constantino	And the second			[SEAL]
West of the second			J. Mariamatan			[SEAL]
STATE OF COunt	DLORADO, y of Boulder	}ss.				
A. D. 1962	oing instrument was a , by Orval I. !	elm	(aka Orval	Nilbort He		
PERIODE			ā.	Belly	L.S.	veres
						Notace Public

Book 412 Page 239

THIS DEED, Made this	22nd	day of	11
May in the year	of our Lord one thousand nine hu	idred and	- Park a de 9
sixty-two		between	A 12 (1997)
Orval I. Helm of the	(aka Orval Wilbort H County of Boulder	olm)	
and State of Colorado, of the fi	rat part, and		
John Wilbert of the Iowa	County of Pama	Alexander	
and State of Enloyadex of the au WITNESSETH, That the Good and sufficient of to the said part y of the fire is hereby confessed and ack these presents do 3 remise, his heirs, success part y of the first part ha situate, lying and being in the	said part y of the first part, for a consideration and Ten — at part in hand paid by the said nowledged, has remised, release release, sell, convey and QUIT C sors and assigns, forever, all the ris in and to the following deser	part y of the second part J, sold, conveyed and QU LAIM unto the said part ght, title, interest, claim and ibed mineral right: Logan interest in and to	t, the receipt whereof IT CLAIMED, and by Y of the second part, d demand which the said and interests and State of all coal, oil,
	The Northwest Quarter ( Seven (7) North, Range	(W.) of section ele	von (11), Township
lying and being in thone-twelfth (1/12) in	The Northeast Quarter ( Seven (7) North, Range lowing described minoral c County of Yuma, State terest in and to all coa ng described property:	NEa) of section ter Fifty (50) #est of rights and interes of Colorado, to wit	(10), Township the 6th P.M. ts situate, : an undivided
	The Southeast Warter (Township Five (5) Worth 6th P.M.	SEA) of section two , Range Forty-Seven	inty-three (23), 1 (47) West of the
belonging or in anywise theret said party of the first pe part y of the second part, IN WITNESS WHEREOL and seal the day and yes Signed, Sealed and Delivered in	ar first above written.	e, right, title, interest and e only proper use, benefit pr. part has hereunto set	and behoof of the said
			[SEAL]
STATE OF COLORADO, County of Bould	or ss.		
The foregoing instrument A. D. 1962. "by Orval  My commission expires		25 K. 1 Hilbert Helm) . Witness my hand and o	day of Macy
9. VEL 9.	- Annual Control of the Control of t	Delly Si	Notary Public.

Book 999 Page 156

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



Furm Al- (Producers) Kan., Okla. & Colo. 1957	C Rev 1974 OIL AND	GAS LEASE	-
THIS AGREEMENT, Enter	red finio this the20thday o	July	1, 78
of 1819 Maripos	a married woman dealing a, Boulder, Colorado 803	in her sole and separate p 302	4
and Donald S. Walker	520 Empire Bldg. Denver	Colorado 80202 heres	hereinalter railed lessor,
I That Irasor, for and in constant be performed by the lease, has to be performed by the lease, has to be performed absenced by the lease of the lea	ideration of the sum of 10,00 + this day granted, franch and by the sight to innuise this fear or any part ine surgous of carrying un geological group arrang at 0 file oil, gas, exampled fair, once time, building tanks, storing all, build stanks are a conjointly with	Dollars in hand paid and of the corements and these presents does increby grain, leave, and it increds with other oil and fan leaves as lo all pascal and other exploratory work, including correcting free graining and all other faces and other including correcting free graining and all other faces and other increments and other than the core and other corrections and other corrections are all other corrections.	agreements beceivaiter contained a eachitively unto the lengt covered of the langs covered drilling and the drilling minning for faspertive remainium appur, afroctures thereon necessary unto oil and manufacture uit uit auch
substances, any for housing and bu		ony reversionary rights therein being situated in Orado and described as fol	
	Township 5 North, Ra	man A7 Wast	
	Section 23: SEL	Recorded Aug 11, 1978	Language Chines
		Reception408609	Gary E. Stone, Recorder
		and contamin	160 scres come ne les
or gas or either of them is produce	ed from said land tor from form a term of _	ten (10) years from this date to see land to controlled the or the premise.	e and as long thereafter as off
3. In consideration of the pr To deliver to the credit o produced and saved from the leased	remines the end leaser covenants and agree of leason, free of cost in the pipe line to openings.	a which leases may connect his vella, the equal	one-eighth that part of till off
of the proceeds received by the lesser computed at the prevailing market used on the lessed premiars by the I	re from the sale of cashwhead gas produce price of the casinghead gas produced fro essee for purposes other than the developm	ach well where got buly is found, one-eighth if market value at the well. The lease, shall say of trom any oil well, not one-eighth it is oil the lease any oil well and used by leare off the lease any oil well and used by leare off the lease and and operation there! Lease and the have the thin the ornering develop located on the lease	raine as the mouth of the well- ed premiars for any purpose or privilege at his own tisk and
Whele say from a well or	wells, capable of producing gas only is no provided in paragraph is nerest payable and or used and white said royally is so p	t sold or used for a period of one year, leasee a m annually on the anniversary date of this fena aid or sendered this lease shall be held as a	hall pay or tender as rovalty, an e following the end of each auch producing properly under para-
b. It uperations for the drilli this lease shall terminate as to bo	ing of a well for all or gas are not comment. The parties, unless the issues shall on or t	and on said land on or before the . 20th da	for the lesson's credit in the
_First National	hall continue as the Genestray of any and	larado 80302 or ite succe	saure, which Bank and its suc-
tand or in the oll and gas or in the	e rentals to accrue helesipaer, the sum of C	One Hundred Sixty & No./100- parations for drilling for a foriod of one year of efferted for like periods aucceasively. All pays t the rental paying date, either direct to lessor into the down payment, covers not only the pr ig that period as forcasid and any and all cit assect covering any periods of the arreage aurrende of all obligations as in the arreage aurrende in berson is reduced by addit release or releases	In like manner and more like
S Should the first well drille within twelve months from expiration of the expiration of the control of the con	ed on the above described land be a dry it on of the last remail period for which re I said I-elve months shall resume the pay- in the resumption of the payings of resta-	ole, then, and it that event, if a second well olal has been paid, this lease shall terminate ment of reduls in the same amount and in the la. as shown provided, that the last preceding the three had been no interruption in the rental	is not commenced on said land as to both parties, unless the same manner as hereinbeture
7. If said leasor owns a less herein provided shall be pard the le creaced at the nest succeeding rents	interest in the above described land than the same only in the proportion which his interest and reversion secural	he entire and undivided for simple estate thereisest bears in the whole and undivided for the occupient	n then the royalties and rentals
8. The lease of il have the the lease. When required by lesser, on and lend No we'l shall be distincted the right at any lime during, or alter premises, including the right to draw producing we'll to reshare the premise	right to use, free of coal gas, oil and wate the inser shall mury us pipe these below us of trearer than 700 free to the house or par or the expiration of, this lease to remove all wand remove all casing Leaser agrees, or eas to left original contour as near us pr	r found on said hand for its operations shereon low depth and shall pay for damage caused by a now on said premiser without extinct consension in nachinety. Itatures houses, buildings and you the consolition of any less as a dry hole of acticable and to remove all installations with	except water from the wells of its operations to growing crops of the icasor Leases shall have other structures placed on said 1 upon the abandonment of any in a reasonable time
		igning in whole or in part is expressly allowed o change of ownership in the land or in the sun either the original recorded instrument of probate thereof, or collised copy of the pul- it, logether with all original recorded instrum the continuous state of the continuous and all advan- satignee, greater, devites, committenator, as	
10 It so hereby extend that to	or the event this least theil be seened as	to a part or as to parts of the above describe- sate part of the rent due from him or them. a the lessee or any sessates hereof shall make	
il Lessor hereby warrants and whole or in part any taxes, mortgage it shall be subrogated to the rights of	d agrees to defend the little in the land here	in described and agreez that the lease, at his or do not against the above described lands and, similarly to the discharge of	ption, may pay and discharge in in repol it exercises such option. any such mortgage, tay or other
Charles and the control of the contr		Is expressly agreed that if leaser shall commits a shall continue so long as outh operations a	
		remissa shall coese from any cause, this lease is using ranial paying date; or, provided leases be ion of the primary term of this lease, product parations for re-working or drilling a well wi operations and, if production results therefro	
1) Lessee is hereby given the actived hand with other isnd, lesse, a well may be drilled under leve, risuch imminum by not more than terail option, as to each desired unit, say part of each such unit chall be above described land included in any portion, computed on an acresce has be considered for all purposes, lock cluded in such unit in the same one cluded in such unit in the same one cluded in such unit in the same one	right at its option, at any time and from cases in the immediate vicinity there also, or requisitions in force at the time of acres if such excess is necessary in order, by executing and recording an instrument considered a well drilled or operations or such unit such proportion of the actualists, bars to the entire acrease of such units and the such proportion of the actualists, bars to the entire acrease of such units are actually acres as though produced from the above	om time to time, to pool or unities all ur and, such pooling to be into unite not exceeding of such pooling to be into unite not exceeding or unitiestinon provided, however to conform to ownership subdivisions or it identifying the unitied erea. Any well of uducted under this lesse, and there shall be production from all wells on titch unit as it unit. And it is understood and agreed that it, to be the entire production from the portion described land under the terms of this lease,	part of parts of the shore de- the minimum size tract on which set, that auch units may around set lines. Lessee shall exercise liked or operations conducted on silocated to the portion of the scare's interest, if any, in such are production so allocated shall of the above described land in-
IN WITHERS WHEREOF, so sign		to, and be binding on each of the parties wy any of the other parties herein named as in	no signs this lease, regardless of some "This lease may be signed
Wilnear	The state of the s		
		Orval I. Helm	
		The state of the state of	

	•				
STATE OFCo.	orado	OMai	home, Kanasa, New Me	zice, Wyeming, Monte	ine. Colorado. Litab.
COUNTY OF	Boulder'	<b>64.</b>	homa, Kanasa, New Me: Nebruska, Ne ACKNOWLEI	orth Dakota, South De	kota DUAL
BEFORE ME.	the undersigned, a		for said County and		
			ppeared Orval I.,		
dealing in h	er sole and s	separate proper	ppearedwx.v.a.s	neimer	A. WOODALL
and		AND PROPERTY.	· · · · · · · · · · · · · · · · · · ·	·	S
•00	•	<del></del>		11	\$ 6 879 W.
the within and foreg and voluntary act ar	joing instrument of nd deed for the use	writing and acknowle a and purposes therein	to me known to be the dged to me that	duly executed t	he same as CHAT.
IN WITNESS  My Commission Ex	WHEREOF, I ha	ve hereunto set my hi ssion Expires septemb	and and affixed my no per 13, 1981	tarjal seal the day and	d year last above written.
				y week of	Notary Public.
STATE OF	:	) Oldah	oma, Kanaas, New Mex Nebraska, No	ico, Wyoming, Monta	ne, Colorado, Utah,
COUNTY OF		J ,	VCKNOMITÉO	KMENT — INDIVIE	DUAL
			for said County and S		
•		DY ye		**	
and	<u> </u>	.1		<del></del>	<del></del>
		<del>,</del>	to me known to be the	t identical person	, described in and who execute
and voluntary act an	id deed for the uses	s and purposes therein	set forth.	,	he same aslre
My Commission Exp				tarial seal the day and	i year last above written.
		! 		- <del></del>	Notary Public.
	,,	• 1	, ** ·	•	
State of		}	ACKNO	WLEDGMENT (For	use by Corporation) If
County of					, ,
On this O	d	ay of	*********	À. A. D.	19 before me personall
					reconally known, who, being b
ne duly sworn, did s	ay that he is the	; **.**.;;**.;*******************	ol	0	
	€,1				corporate seal of said corpora
					corporate seal of said corpora s Board of Directors, and said
	***************************************	acknowledged	said instrument to be	the free act and deed	of said corporation.
Witness my hand	d and seal this	*********************************	day of		A, D. 19
		. ,,			
1-					Notary Public.
SEAL)					110121 / 1 20121
(SEAL) My Commission exp	ires.;^	· .	<del>Mara padaga</del> t ka		
•	ıres	**************************************	<del>1874 (221), 1</del> 41 to 3		
,	(fe <b>s</b> :	***	<del>штанцин,</del> 2		4
,	res i			<b>9</b> i i	: 11
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•	AFEA	. 18	.78	corded is	
•	area :	19	the 11.	fy recorded in	
•	sres:		con the 11.	1 duly recorded in 464. Office.	
My Commission exp	sres:		ord on the 11.	and duly recorded in 464 this office.	
My Commission exp	srea.	.KER	7 record on the 11	M. and duly recorded in age 464.	: u u
My Commission exp	ELM TO	VALKER 19	County	Page 464  Cords of this office.	: u u
•	FROM HELM TO	WALKER 19	County.	A M. and duly recorded in  Page 464  records of this office.	: u u
408609	FROM  I. HELM  TO	S.—WALKER————————————————————————————————————	County.	lock. A M. and duly recorded in 530. Page 464.  If the records of this office.	: u u
My Commission exp	FROM L. I. HELM TO	LD S. WALKER	County.	o clock A M. and duly recorded in 530 Page 464 of the records of this office.	: u u
40 Commission exp	WAL I. HELM	INALD S. WALKER	rrument was filed for record on the 11. August 1978, 11	Y	: u u
40809 609804	FROM - CRVAL I. HELM TO	DONALD S. WALKER	ounty.	9:30 o'clock. A. M. and duly recorded in clume. 530. Page 464.	: u u

#### 1 1991 THE 1911 LEW TIER IND 1811 THE RE

512494 Lof 2

5/27/2003 11:05:00 AM BEVERLY A WENGER OGLSE R \$11.00 D \$0.00 Yuma County, CO

#### OIL AND GAS LEASE (PAID UP)

THIS AGREEMENT, made and material into this 13th day of March, 2003 by and between The Equate of Steve R. Konzer, deceased, 2002 County Read 19. Sterling, CO. 1075), hericafter called leason, or more), and Cohom Energy Company P.O. Ring 22646M Dallas. Tr. 1922/odd/h. hydroxiller called leason.

WITNESSETH: that leaves, for and in connetwation of Two and 60/100 DOLLARS, \$10 00] in hand paid, proups of which is hereby acknowledged, and of the agreements of Impace beneralities greatly as the property of the property of prospecing supports of the property of the prope

Township 5 North, Range 47 West

it being the purpose and lease of femore to lease, and leasor does hereby lease, all of the lands or interests in Lands owned by leasor which adjoin the lands above described or which he is the section or vectors berespecified. For all purposes

of this last, said leads shall be deemed to contain 120 00 pcms.

Soliging to the other provisions breat constand, this lease shall remain in force for a nem of Five (3) years from this data (herein salled "primary serm") and as long thereafter as all and gas, or other of them, a produced from the above decisioned force of diffiling operations are constanded, this lease shall remain in force for a nem of Five (3) years from this data (herein salled "primary serm") and as long thereafter as all and gas, or other of them, a produced from the above decisioned both or diffiling operations are constanting processors of an order of the sall of years of the primary services of the sall of primary services are completion or disablement of one well to note in re-mainful produced from the salver described in the primary services are completion or disablement of one well to note in re-mainful produced from the salver described in the primary services are completion or disablement of one well to note a new paged in diffulling operations. As the salver described in all of produced in the salver described in the primary services are completed from the salver described in the salver described in all of produced in the salver described in

The political form the date rath will in about a cold mention of the cold of t

operations on the leased land or, it is operate account of the lease shall be shiped to all applicable land, governmental products and expulsions. This lease shall not be deminated on the second of the lease shall be shiped to all applicable land, governmental products and or of productions or of different products and or of different products and or of different products and or of the registrong of shell or well to the state of the latter of the

13. It is agreed that this fewer shall never be furficted or canceled for follows to perform in whole or in part any of its implied consensus, conditions or supulations until it shall have first been finally judicially determined that such furbure strips, and after such final determination, branch is given a reasonable like interferon that in one treat line share 10 days as comply with any such ownerstay, conditioning or stipulations.

15. This fears and off provision thereof which be applicable to one of provision pure on the general conditions or sequences and surger. Should say once in over off the purise strend places shall necessarily an expensive succession and surger. Should say once in over off the purise strend places as fears in occasion that lease, it shall neverthereas be being upon the party or parties executing, the surger of surgers are strend places and surgers. Should say once in over off the purise strend places are successful or concurrent to assume that of surgers are strend places of surgers, factors or surgers are suggested to surgers, factors or surgers are surgered to surgers, factors or surgered to surgers, factors or surgered to surgers, or surgered to surgers. Our surgers are surgered to surgers, factors or surgered to surgers, factors.

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## 圖川 聚亞 松克尔克兰尼亚斯东西克尔亚克拉 黑化二面门门

00527828 Wed Jun 21 11:26:26 MDT 2005 Yuma County Recorder, Beverly A Wenger Page 1 of 1 WD R5 00 51 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 6th 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 day of June, 2006.

STATE OF COLORADO

The foregoing instrument was acknowledged before me this 2006, by Linda Kurtzer.

My commission expires: 1-11-08

Witness my hand and official seal.

Notary Public

Filed for record the JUL 11da1956 A. D. 19 at 9 \$ 30 o'clock A.M. 350 Rev, John Adoock RECORDER No. 333149 ROOK 364 PART 198 This Indenture, Made this 31st day of May ....., in the year of Our Lord One Thousand Nine Hundred and Fifty-Six as Executor ROSCOE H. VOLLAND of the Estate of Rae Moore Shortess deceased , part y of the first part, and VERNER M. HAM County of Yuma , and State of Colorado party ......of the second part, Witnesseth that State of Colorado, on the 24th day of April , A. D. 19.56 , in the matter of the estate of Rae Moore Shortess, deceased, 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 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: Filed May 19, 1956 Buffer Roberts, Clerk IN THE COUNTY COURT in and for the County of Yuma and State of Colorado IN THE MATTER OF THE ESTATE OF RAE MOORE SHORTESS, Order Confirming Sale Deceased of Real Estate public

This matter coming on to be heard this day upon the report of the sale at state sale by ROSCOR H. VOLIAND, the. Bxecutor (Title of Representative(s)) of the above entitled estate, to

VERNER M. HAM

estate located (unless otherwise stated) in the County of. Yuma 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, Hange 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 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 one-sixth interest in and to all the oil, gas and all other minerals in and under said lands.





of the following described real

Recor Recep	ded at 9#30 o'clock. tion No. 333150	A. M. J	And the second s	BOOK 364 PAFE	201
THIS DEED,	Made this 31 4				
in the year of our Lord between Margue	one thousand nine hundred erite Moore Voll	and fifty-si: and			
County of Johnson	IOW 1 and State of Octor	n of the motor of the first par	t, and		
of the	Verner M. Ham County of	Yuma	and		
State of Colorado, of th			t and do and to so	nsideration of the sum of	8 0000
Ten Dollars at to the said party whereof is hereby cont presents does gr	hat the said party and other valuable of the first part in he fessed and acknowledged, he ant, bargain, sell, convey a yer, all the following descriptions County	e considera nd paid by the said a S grant nd confirm, unto the	tions party of the cd, bargained, sold are a said party of parcels of land	ADMIXANA, e second part, the receipt ad conveyed, and by these the second part, his , situate, lying and being State of Colorado, to-wit:	
and 5 1/2 acr corner of the to the East 1 the North lin ginning; all	ine of said Quar e of said Quarte in Two. 5 North	s, described lon 23, then rter Section, er Section, Rge. 47 We rein an und	as commenci ce South 7 r , thence Nor thence West st of the 6t ivided one-s	ng at the NW ods, thence East th 3 1/2 rods to to point of be- h P.M.; Reservin ixth interest in	ng
appertaining, and the the estate, right, title or equity, of, in and t TO HAVE AND said party of of for hersel agree to and with the ing and delivery of t perfect, absolute and and lawful authority	reversion and reversions, interest, claim and deman on the above bargained prem TO HOLD the said premis the second part, liis he f, her heirs, executes a said part y of the second part, liis he is said part y of the second presents, She is indefeasible estate of inhe terms to be a second part and and a second presents.	remainder and remain de whatsoever of the nises, with the hered as above bargained irs and assigns fore tors, and administrated and administrated of the well seized of ritance, in law, in feconvey the same in a nats, bargains, sales	inders, rents, issues a said party of t ittaments and appurts and described, with t ver. And the said parators, does coveleirs and assigns, that the premises above se simple, and ha Smanner and form as a 1, liens, taxes, assess;	thy of the first part, count, grant, bargain, and that the time of the ensend-conveyed, as of good, sure, good right, full power foresaid, and that the same nents and encumbrances of	Lines
	ay for roads an				
his he or any part thereof IN WITNESS		and every person or he first part shall a y of the first	persons lawfully clai nd will WARRANT	iming or to claim the whole AND FOREVER DEFEND sunto set her hand	DUCUMENTA DUCUMENTA DUCUMENTA
flater	/SAK Witne ATE OF CONGRADON 10		Arguerite Moo	ore Volland (SEAL)	) (10 - 11 - 1

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BOOK 364 Page 202



111 44 1070	erro o
Flied for record the JUL 11 1956 No. 333151	9130 Octob Acm. STO REV. RECORDER F
This Indenture, Made this 31st	$_{ m dayof.}$ May BOOK $364$ P/.SE $202$
of Our Lord One Thousand Nine Hundred and Fifty	il x , 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, s	
of the County of Yuma partyof the second part, Witnesseth that	and State of
Whereas, in the County Court of the	County of Yuma , in the
State of Colorado, on the 24th day of.	
estate of K. P. Moore, also known as Kenn authorizing and directing sale of the Real Estate hereinafter de	neth P. Moore, deceased, an order scribed was made and entered of record.
And Whereas, The said part.yof the first part did, on	the lst day of May ,
A. D. 18. 56, sell at <b>public</b> sale, for the total sum to the part. y of the second part, the hereinafter described re of the Court.	of 7,595.00 DOLLARS, al estate pursuant to and in full compliance with said order
And Whereas, On the 5th day of	(ay , A. D. 1956., the said party
of the first part, as <b>Executor</b> of said estate sale so made as aforesaid;	as aforesaid, submitted to the said Court a report of such
And Thereafter, an order confirming the said sale of Res said estate, which order is as follows, to-wit:	al Estate was made and entered of record in the matter of
IN THE COUNTY COURT	Filed May 19, 1956 Buffer Roberts, Clerk
in and for the County of Yuma and State of Colorado	Bullet Roberts, Clerk
No 8262	
IN THE MATTER OF THE ESTATE OF	CONTRACTOR SAN VICTOR
K. P. MOORE, also known as KENNETH P. MOORE,	Order Confirming Sale
Deceased.	of Real Estate
	public
	t of the sale at fixet sale by ROSCOE H. VOLLAND,
the Executor (71tle of Representative(s))	of the above entitled estate, to
VERNER M. HAM estate located (unless otherwise stated) in the County of X	of the following described real uma , State of Colorado;
An undivided one-third into South Half of Section 14; a or less, described as comme west corner of the Northwestion 23, Township 5 North, the 6th P.M.; thence South East to the East line of sthence North 3½ rods to the Quarter Section, thence West of the 6th P.M., Yuma reserving in the grantor he	and 5½ acres, more mains at the Northst Quarter of Sec-Range 47 West of 7 rods, thence aid Quarter Section, 8 north line of said st to the point of 5 North, Range 47 County, Colorado,

C No. 95-A.P. (1953)

7633 WAR ANDRES Receiver

This Deed, Made this 16th

day of April

in the year of our Lord

one thousand nine hundred and fifty-eight between CLARENCE H. GOODMAN, VIRGINIA M. GOODMAN, CLARENCE L. GOODMAN and EVELYN F. GOODMAN

Yuma and State of Colorado, of the first part, and VERNER M. HAM and FAYE A. HAM

of the County of Phillips

of the County of

and State of Colorado, of the second part:

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations

NOTIFIED NOTIFIE

The Northwest Ouerter (NM $\frac{1}{4}$ ) of Section Fourteen (1h); and the West Half (W $\frac{1}{4}$ ) and the Northeast Ouerter (NE $\frac{1}{4}$ ) of Section Twenty-three (23), all in Township Five (5) North, Range Forty-seven (!:7) West of the Sixth P. M.

Excepting and reserving unto the Grantors herein an undivided one-half (1) interest in and to the oil, gas and other minerals and mineral rights in, to, under and upon the above described lands, together with the right of ingress and egress, and to use so much of the surface thereof as may be reasonably necessary for the exploration, development, and removal of oil, gas and other minerals, and for the purpose of this reservation;

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 part 100 of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and To Hold The said premises above bargained and described, with the appurtenances, unto the said part ies of the second part, their heirs and assigns forever. And the said part ies of the first part, for them salves their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents, are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha ve 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 the above mentioned reservation and taxes for the year 1957

and the above bargained premises, in the quiet and peaceable possession of the said part 103 of the second part their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part of the first part have hereunto set their hands

and seal Sthe day and year first above written.

Signed, Sealed and Delivered in Presence of

Blance Hoodman State

\* Europe of Hoodman State

Levelyn 2. Goodman State

\*Evelyn 2. Goodman State

\*Evelyn 2. Goodman State

\*Evelyn 3. Goodman State

\*\*Evelyn 3. Goodman State

\*\*E

OTAA JA

STATE OF COLORADO,

County of YUMA 5 The foregoing instrument was acknowledged before me this 16th day of April ,1958 , by Clarence H. Goodman, Virginia M. Goodman, Clarence L. Witness my hand and official seal. Goodman and Evelyn F. Goodman

Witness my hand and official seal. Goodman and Evelyn F. Good.

My commission expires November 22, 1958.

\*If acting in representative or official capacity, insert name and capacity.

and capacity, made mane and capacity

500T-P

Fee Paid 6 ==

WARRANTY DEED Out West Printing and Stationery Co., Colorado Springs, Colo.

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BOOK 420 Page 399

	COCK RECORDER
Winston Lee Ham and Mary Ann Ham, Husbard and Wife,	
whose address is Haxtun	
County of Phillips and State of Colore consideration of Ten Dillars and other valuable considers n band paid, hereby sell(s) and convey(s) to Kelvin I. Kechley.	tions DOLLARS,
	Same and the same and the same and the
whose address is Chappell	
County of Deviel and State of Nebraska eal property in the County of Yuma and State of	Colorado, to-wit:
NV), of Section 14 and NEE of Sec. 23, both in Two. 47 West of the 6th P. M., except an undivided one-igs and other minerals with right of access thereto by former owners and excepting and reserving unto a significant, an undivided one-fourth of all of minerals with right of access thereto,	es if of all oil, o as reserved grantors herein,
with all its appurtenances and warrant(s) the title to the same, subject to:  gas lease of record, it any, and general taxes assessed used to 1957.  Signed this 5th day of August  Augustusia	ensed for Aeeta
State Of COLORADO,	essed for years
State Of Colorado,  State Of Colorado,  Constr of Paillips  Paillips  Paillips  Paillips	essed for years  19 62  Sea Gyand  O Same
STATE OF COLORADO,  County of Paillips  Paillips  Paillips  Paillips  Paillips  Paillips  Paillips  Paillips  The foregoing instrument was acknown.	essed for years  19.62  Lea Hyan  2 Sana  wledged before me this
State Of COLORADO,  State of Colorado,  Constr of Paillips  Paillips  Page 1828 of Pacord, 17 any, and general cales assessment to 1957.  August 1928 of Paillips  88:	essed for years  19 63  Sea Gigan  Vedged before me this  1963
Signed this 5th day of August.  STATE OF COLORADO, County of Phillips as: The foregoing instrument was acknow 5th day of August.	essed for years  19 63  Sea Gigan  Vedged before me this  1963
STATE OF COLORADO,  County of Phillips  The foregoing instrument was acknown to by Winston Lee Ham and Mary Ann	essed for years  19 63  Sea Gigan  Vedged before me this  1963
STATE OF COLORADO,  County of Phillips  The foregoing instrument was acknown to by Winston Lee Ham and Mary Ann	essed for years  19 63  Sea Gigan  Vedged before me this  1963
STATE OF COLORADO,  County of Phillips  The foregoing instrument was acknown to the county of the co	essed for years  19 63  20 Jane  Wedged before me this  19 63

No. 36.3.116	John Adcock BECORDER
Verger M. Ham	
	The second secon
where address is Haxtun	
consideration of Ten DOLLARS and	and State of Golorado for the dother valuable considerations DODIZARS, ey(s) to Melvin L. Kachlay
	A CONTRACTOR OF THE PROPERTY O
whose address is Changell	
County of Daye I	and State of Nebraska , the following and State of Colorado, to-wit:
Lond Registration) and be Section 23 described as co thence south 7 rods, thence section thence north 35 p	SE, there of being in Torrens System of acres, more or less, in the NVA of pommencing at the NV corner of said NVA, see east to the east line of said querter rods to the north line of said querter ne point of beginning, all being in Twp. the 6th P. M.
POPE DESTRUCTION OF THE PROPERTY OF THE PROPER	PATERISTANI  (P)  (P)  (P)  (P)  (P)  (P)  (P)  (P
with right of access there	alf of all oil, gas and other minerals eto as reserved by former owner and nto grantor harein an undivided one-fourth minerals with right of access the eto,
with all its appurtenances and warran lenses of record, if any, year 1957.	it(s) the title to the same, subject to:
year 1957.	and Wenelat a ves assessed so sangala me - xx
year 1957.  Signed this 5th	day of August , 19.63
STATE OF COLORADO,	day of August , 19.63
STATE OF COLORADO,	day of August , 19 63.  Verna M. Hane
STATE OF COLORADO,	day of August 19.63.  Verne M. Ham
Signed this	day of August , 19.63.  Versus M. Henne    32.
Signed this	day of August , 19.63.  August M. Hoene  as.  The foregoing instrument was acknowledged before me this  5th day of August , 19.63.
Signed this	day of August , 19.63.  August M. Hoene  as.  The foregoing instrument was acknowledged before me this  5th day of August , 19.63.
Signed this. 5th  State of Colorado,  County of Phillips  by Verne	day of August , 19.63.  August M. Ware.  Las.  The foregoing instrument was acknowledged before me this 5th day of August , 19.63.  For M. Ham.  The hand and official seel.
Signed this. 5th  State of Colorado,  County of Phillips  by Verne	day of August 19.63.    Sa.   The foregoing instrument was acknowledged before me this 5th day of August 19.63.   Sar M. Mam.
Signed this. 5th  State of Colorado,  County of Phillips  by Verne	day of August , 19.63.  August M. Ware.  Las.  The foregoing instrument was acknowledged before me this 5th day of August , 19.63.  For M. Ham.  The hand and official seel.

	and Faye A. Hem, Kusband and Wife,	
whose address is	Fextun	
County of PA1 consideration of T21 in hand paid, hereby	i.ins and State of Coloredo n Dollers and other valuable consistings a r sel(s) and convey(s) to Melvin L. Kechley	for the
whose oddress is	Cheppel1	
The state of the s	Ocurty of Yuga and State of Debraska th	
The West one- 9. M., except ed as follows West one-half east line of	half of Section 23, Twp. 5 N., R. 47 West of a 52 acre tract in the NWA of said Section 2; Commencing at the NW corner of said NWA, of section, thence south 7 rods, thence east to said NWA, thence north 31 rods to the north 1 nee west to the point of beginning,	the 6th describ-
100		
as reserved b	ivided one-helf of all pil, gas and other min y former owner with right of access thereto, a reserving upto grantors herein, as tenants i one-fourth of all oil, gas and other placerals as thereto,	n common.
Vaer 1957	nances and warrant(s) the title to the same, subject to: Ci) au rd, 17 cry, and governal taxes assessed subseq	
property of Cores appropriate section	5th day of amenst 19.63.  Verner M. Hum.  Frage a Ham	Colombination (
12.00 (A.2000) (A.200		11-11-11-1-11-11-11-11-11-11-11-11-11-1
STATE OF County of Phil	linsas. The foregoing instrument was acknowledged bei	ore me this
S. XII 3778	by Veyrer it. Hem and Pays A. fism.	
NOTATY	Harm Mr. Hamis	
"Anaryo	Witness my hand and official sual. My commission expires 18, 1967	/s = V
	Carl Chamerer	stary Public
-	Fif noting in official or accreementative concepts, these nating and also office be engaging and	for whom acting
640-4P - Raylood	WARRABTY DRED Statutory Form-Out West Printing and Stationary Co., Colorade Springs	O. Inches

BOOK 538 Dage 217

LLBB 1 Form BR (Producers) Rev. 4-67 Kart. - Okla. - Colo.

# OIL AND GAS LEASE BIRE 22/

		2nd dev of Bonnie L. Ko 19129	February achley, husband and w	
repeated thereby at hereignly	consideration of the su by the lesses, has this d and land, and with the	m of Ten & 00, ay granted, leased, and right to unitize this lease	/100 Dollars in hand paid and of fet and by those presents does hereby or any part thereof with other oil and	the covernments and agreements berainster grant, lease, and for exclusively unto the gas leases as to all or any part of the lands
other gates and for construct necessary or convenient for	ting roads, laying pipe he economical operation	lines, building ranks, ste n of said land alone or co		their respective constituent venors, and all oppose interestive constituent venors, and all oppose illes and other structures thereon aduce, save, teky core of, and menufacture
Calarada			noing situates in the County of months	uma
State ofCDIOTAGO		MODTH DANCE	47 WEST, 6th P. M.	
	Section 14			
	Section 23	3; N/2,SW/4		1979 : 30 0'Clock A
containing 800.0	acres, more or less		Reception 411347	Margia Existing, Recorder
2. This lease shall remain	in force for a term of	five (5)	years and as long thereafter as o	oil, gas, casinghead gas, caologhead gosolina
3. The lesses shall delive part of all oil produced and a of like grade and gravity prev	r to lessor as royalty, I aved from the lensed pr alling on the day such o	rve al cost, on the least enities, or at the lease's ill is run into the pine lin	aption may pay to the lessor for such r se of into storage tanks.	may connect its walls the equal one-eighth one-eighth royalty the market price for all
1/8 of the mirket value of the mouth of the well. The distillate or other gazeous subfrom the completion of the fally rental provided in pure shoing produced in paving pal dwelling house on said for	such gas at the mouth i lettor shall pay lessor as stance is found, and wh irst such gas well during graph 5 harool and whi quantities; the lessor to d by making his own co	at the well; it said gas it s royally 1/8 of the product lare such yas is not sold a payhich such gas is not so le said in line royalty is a have gas free of charge hangetions with the well	a sold by the losses, then as royalty 1/ leads from the sale of gaz as such at the properties of the sale of gaz as such at the properties of the sale of the sale of the control of the sale of the sale of the from any gas well on the lead premise the use of such gas to be at the lessor!	Il garoline or any other product es royally. Be of the processes of the salet thereof at mouth at the well where gas, condensate, the salet garoline of each very period daning one or more wells, an amount equal to the surder all provisions of this lease that gas is for stown and instellating the princh sole in kind of expense.
First National or its successors, which able under this lease rege	Bank of Lewe Bank and its success rdless of changes of	11en ye ors are the lesser's a ovenership in said la	agent and shall continue as the cond or in the oil and gas or in the ri	day of February 19,79 or the lessor's credit in the bracks 69147 depository of any and all sums payentals to accrue hereunder, the sum of as n rental and cover the privilege of years to rentals or under sine commencement of
oparations for drilling may to thereof, mailed or delivered that the consideration first r but also the losses's option of cossors in interest, the payme	riber be deforted for lib on or before the rental scited horsin, the down if extending that period at or tender of rentals in	paying date, either dire paying date, either dire payment, covers not o in a aforesale and any a the manner shows shall	All payments or tenders may be made be or to lessor or assigns or to said deposit ally the privilege granted to the date wh art all other rights conferred. Not with the binding on the huirs, devisees, exec	y cheek or droft of lesses or any assignee bry bank, and it is understood and agreed on said first rental is payable as aforesaid, standing the deals of the lessor or his suc- utors, and administrators of such persons.
rentals herein provided for st the title to any interest in sai be increased at the next succ least 30 days prior to any suc	nall be paid the sold less d land should revert to seeding routal anniverso h rental anniversory.	sor anly in the proporti lessor, or his heire, or his ry after written notice	on which his interest bears to the whole t or their granted, this lease shall cover to of such reversion by leasor to leases, p	imple estate therein then the royalifes and e and undivided fee; however, in the event such roversion, and rentals hereunder shall royaled said notice is received by lessee as
right at any time during, or including the right to draw a	after the expiration of t nd remove all cosing, bu	his lease to remove all rr t lessee shall be under no	sachinary liktores, houses, buildings are a obligation to do so .	nerson, except water from the wells of the used by its operations to growing crops on consent of the lessor. Lessee shall have the didner structures placed on said premises,
to the heirs, devisees, execu- complished, shall operate to	ors, administrators, suc enlarge the obligations	cestors, and assigns, but or diminish the rights of	no change or division in ownership of lesses, and no change of ownership	Howed), the covenants hereof shall extend the land, eralts, or rowshiss, however ac- in the land or in the rentals or royalfiles or added instrument of conveyance or a bully copy of the precendings showing appraint, or recorded instruments of conveyance or inted, and all advance payments of rentals administrator, psecure, or hole of lessor.
9. There shall be no oblivided by sale, devise, descens to a part or as to parts of	gation on the part of t or otherwise, or to fur the above described inn o him or them, such de	he lessee to offset wells uish separate measuring d and the holder or own fault shall not operate t	on separate tracts into which the land or receiving tanks, It is hereby agreed the ner of any such part or parts shall make	covered by this less may be hereafter di- het in the event this lesse shall be assigned default in the payment of the proportion- covers a part of sold land upon which the
1D. Lessor hareby warrant	is and agrees to defend nortgages, or other lieus rights of any holder or	the title to the land he	esor on or against the above described t	ee, at its option, may pay and sischarge in lands and, in event it exercises such action scharge of any such mortgage, tax or other
tion thereof should coose fro thereofter or (if it he within after the expiration of three gas is not being produced or tions are prosecuted, either o	m any cause, this losse the primary term) com months from the date is said land, but lesses is not the same well or any in	shall not terminate if his imances or resumes the of completion of the d thee engaged in drilling other well thereafter con	see commences additional drilling or re payment or tender of rentals on or in ry hole or cessation of production. If a or reworking operations thereon, the it nmenced, with no cessation of more the	If attendiscovery of all or gas the produc- viewriking operations within starty (60) days fore the rental payment date next ensuing tithe explication of the primary form oil or ease shalt exmails in forces o long as opera- in starty (60) consecutive days, and if they or gas under any provision of this lesses.
ord in the proper county. In	case said lease is surro	ndered and canceled as to the portion canceled	to only a portion of the acreage covered shall cease and determine and any cent	ise to the lessor, or by placing same of rec- d thereby, then all payments and Habilities als thereal fer paid may be apportioned on nue and remain in full force and effect for
of all governmental agencies ages for failure to comply vid- pretations thoroof). If lessue constituted authority having the drilling thereof not being and/or said equipment is avail	administering the same, h any of the express or should be prevented di jurisdiction thereover, available on account of lable, but the lossee shall	and this lease shall not implied provisions here implied provisions here wring the last six month or if lesses should be u of any cause, the primal il pay delay rentals here!	be in any way terminated wholly or pain of if such failure accords with any such as of the primary term herual from dri noble during said period to drill a wall yr term of this lease shall continue un- in provided during such extended time.	
of, with other land covered to on order to properly daws of tracts adjoining same or it and it wall, or it not a unit or itle for record in the county or units shall be treated for tion is found on any part of this lease or not. Any well of ceive on production from the basis bears to the total miner.	ay another less, or lee lop and operate said lea in the vicinity thereof a units not exceeding 66 in which the land is situally purposes, except the pooled acroage in white do no any such units or pooled only sual a acreage so pooled in a sering so pooled in a ser	oss adjaining same ar in se premises as as to pror s to form a compact uni 10 acres each in the aver ated an instrument iden payments of royalities chall be treated as if pro- shall be and constitute. ch portion of the royality the particular unit involved	the vicinity thereal, when, in tessoe's in most the conservation of such minerals t or units, and to be in a unit or units in t of a gas and/or condensate or distilla- tilitying and describing the pooled acrea on production from the pooled unit, as induction is had from this loase whether a wolf nerawates, in lieu of the cryalitic by stipulated herein as the amount of hi and.	covered by this lease, or any partien there udgment, It is necessary or advisable to do in and under said fand, such pooling to be not exceeding 40 acres each in the event of to well. Lesses their execute in writing and is well. Lesses their execute in writing and in The mitter arrange to pooled into a unit if it were included in this lease. If produc- any well is located on the land covered by a elsewhere hardin specified lessor shall re- a not revelty interest therein on an acreage
15. This lease and all its to	erms, conditions, and sti	pulations thall extend to	o and the hinding on all successors of se	id lassor and lasseo.
IN WITNESS WHEREOF	sign the day and year I	lirst abové written.		
x melun	201.00	2	VR . 45	27 11

STATE OF Nebraska	ss. ACK?	NOWLEDGMENT FOR INC	BOOK <b>538</b> PAGE DIVIDUAL (Knns., Ok	la., and Colo.)
Before me, the undersigned, a No	tary Public, within and f	or said county and state, on	this 28th	
day of Febr. and Bonnie L. Kechley, husb	nd & wife	rsonally appeared Melvi	n L. Kechley	<del></del>
to me personally known to be the identi- that they executed the same as. IN WITNESS WHEREOF, I have	hereunto set my hand a	ed the within and foregoing oluntary act and deed for th nd official seal the day and	e uses and purposes the	wledged to me erein set forth,
My commission experes April 24,	1979 🛕 GE	NEPAL NOTARY-State of Nebraska	1	y Public.
		My Comm. Exp. April 24, 1979	Notary	/ Public.
STATE OF		ON LEDGMENT FOR INI	DIVIDUAL (Kans., Ok	la., and Colo.)
Before me, the undersigned, a Not	tary Public, within and f	or said county and state, on	this	
day of	, 19, pe	rsonally appeared		
and	<del></del>			
to me personally known to be the identic thatexecuted the same as IN WITNESS WHEREOF, I have				
My commission expires			Notar	y Public.
STATE OF		ACKNOWLEDGMENT	() COLA GUESTA SUS	NJ
On thisday of in and for the county and state aforesaid			me, the undersigned, a	Notary Public
to me personally known to be the ide	ntical person who signe	d the name of the maker		
instrument as itsPresident voluntary act and deed, and as the free s			e uses and purposes th	erein set forth.
Given under my hand and seal the		written.		
My commission expires			Notar	y Public.
	•			2 81 .
			•	
OIL AND GAS LEASE FROM MELVIN L. KECHLEY, ETUX FOUNTE L. KECHLEY TO H. G. WESTERMAN	Section Twp Rec.  No. of Acres County	County of VIMA  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.  Records of this office.  Register of Deeds.  By  When ivecurded, return to.	gebra Flan Mayer
	wledgment by mark, us	e regular Kunsas acknowl	edgment.	
STATE OF	ss. ACK	NOWLEDGMENT FOR IN	DIVIDUAL (Kans., O)	kla., and Colo.)
Before me, the undersigned, a No	tary Public, within and f	or said county and state, on		n was s
lay of	, 19, pe	rsonally appeared	3. 2. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3.	- A A
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to me personally known to be the identi- thatexecuted the same as. IN WITNESS WHEREOF, I have		42		
My commission expires			Natus	ry Public

## THE UNITED STATES OF AMERICA.

STERLING 01306 and 07782	FEACTON THE THE TOTAL	Parcel
To all to	o Whom these Presents shall come, GREETING:	#10
WHEREAS, A Certificate of the	Register of the Land Office at Sterling, Colorado, has been deposit	
Land Office, whereby it appears that, p	pursuant to the Act of Congress of May 20, 1862, "To Secure Homest	eads to Actual
Settlers on the Public Domain," and the	acts supplemental thereto, the claim of.	***********
stockhis stylwester	has been established and duly consum	mated, in con-
formity to law, for the		*636 ) *3 Lebesta
worth of Manue by	togenizer af section Sweaty severy and by Lection tenesty-two first Sovenessed to the Secretary for such Prescoped to the severy	f for
Now Know Ye, That there is, ther described; To Have and to Hold the said heirs and assigns of the said claimant—for facturing, or other purposes, and rights to and acknowledged by the local customs, lar	y of the said Land, returned to the General Land Office by the Surveyor-Orefore granted by the United States unto the said claimant. the tract of dract of Land, with the appurtenances thereof, unto the said claimant orever; subject to any vested and accrued water rights for mining, agriculation of the Surveyors used in connection with such water rights, as may away, and decisions of Courts; and there is reserved from the lands hereby granted by the authority of the United States.	of Land above tand to the ultural, manu- be recognized
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In Testimony Whereof, I, America, have caused these letters to be m	President of the Unnade patent, and the Seal of the General Land Office to be hereunto affixed	nited States of
Given Under my hand, at the City	of Washington, the Levellet he day of Mary	ed.
of our Lord one thousand nine hundred and	d Herrheard and of the Independence of the United States the	one hundred
and theaty seventhe		
STED STAN	BY THE PRESIDENT: West west Willes	t Historia
Our Specific	Br. W. Jane Rock	•
SEAL		
The of the office of the offic	and Let Langland	*********
Enat LAND OF	Recorder of the General	l Land Office.

Filed for Record the

Recorded: Patent No. 15 1 1

Manach M. Michaire RECORDER. By Gridena T. Whollen DEPUTY.

COLORADO BOOK 449 PAGE 312 Irria, Non-Partic, Apecial Extension Area 9-15-67 STATE OF COUNTY OF YIMA SS Entered on numerical index 378384 Filed for record in the office County Clerk (Register of Deeds) on the 17th day of June , 1968, at 8:30 of ClockA M and recorded in book 449 of Misc. Real Estate at page 312 RIGHT OF WAY GRANT S. R. Allison Gounty Clark - Register of Deed By: Margle Edg. tone, Deputy KNOW ALL WEN BY THESE PRESENTS: That the Granters, Fredrick A. Korf and Doris Korf, his Wife many of Yuma and the State of Colorado for and in of the County of Yuma of the County of Yuma and the State of Colorado for and in consideration of the sum of One Dellar (\$1.00) receipt of which consideration is hereby acknowledged, do hereby great, 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 transcertation of gas, in, on, over and through the following described lands effuated in the County of Yuma \_\_\_\_ and the State of Colorado Jan Salar The South Half of the Southeast Guarter 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; regether with the right of ingress to and egress from said premises for the purpose of constructing, inspecting, repairing, maintaining, renewing and replacing the property Grantee Located thereon, or the removal thereof, in whole or in part, at will of Grantee. Grantors ratein 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 was 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 lave all signed Gas Sales Agreements to pay Grantee a minimum annual charge and have waived payment for any damage to their creps or fouces 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 WITHESS WHERMOY, the said Grantors have hereunto set their hand this 20 day tarch , 1968. March Right-of-Way Agent STATE OF 8.8 april 1 COUNTY OF A.D., 12.5, before me, a Notary Public to and for said county and state aforesaid, personally appeared the above named

who personally known to me and known to be to be execution of the same and acknowledged said instrument and such person duly acknowledged the consecution of the same and acknowledged said instrument to be the same to be the same and acknowledged said instrument to be the same to be the same and acknowledged said instrument to be the same to be the same and acknowledged said instrument to be the same to be th exacttion of the same and acknowledged said instrument to be the voluntary act and deep IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial spal the cay and year last above written.

My Commission expires Niarch 14, 1971

My Commission Expires:

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Kir was v

Notary Public

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 wav 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

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THE PUBLIC

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BOARD OF YUMA COUNTY COM

Recoption 439743 Hargie Evalum Consular Consular

# THE UNITED STATES OF AMERICA,

Co all to mirre Stare Streiten glief wenn, Gradig.

Parcel #11

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BOOK 499 Page 156

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

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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

547 164 PCQCINT 7 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 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 6TH P.M.

SECTION 21:

NW1/4;

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.

Pag 20f2

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
Auf DBo	aka William L. Neville, Jr.
Michael J. Becker  Matthe F Becker  Matthew F. Becker	Douglas L. Becker  Phillip A. Neville
STATE OF NEBRASKA }  County of Adams }  State Of Nebraska }	

The foregoing instrument was acknowledged before me this 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

GENERAL NOTARY - State of Nebraska DEBBRA L. WEBER My Comm. Exp. Oct. 14, 2012

E

Parcels #12 & #13 J States To 160,58 9 Date May 28-1891 5-57-47W Date 160 a O United States To Walles E, Coleman PATENT 71 W 23-571-47 W Description Lots 3 ady and Sit 0 0 Unded States To Description

6	THE UNITED STATES OF AMERICA.
-	Certificate No
	TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
	Whereas, South Status of Sogan South Colored
	ha Edeposited in the General Land Office of the United States a Certificate of the Register of the Land Office at A LINE STANDED whereby it appears that full payment has been made by the said
	necording to the provisions of the Act of Congress of the Lith of April, 1820, entitled "An Act making further pro- vision for the sale of the Public Lands," and the acts supplemental thereto, for
	The Northeach anarlie of rection liventy three in Connectile five North of Jennae Forly seven Treet of the sistle Principal necediare in Colorado portaining one hundred ind septy some
-	uccording to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract—had been purchased by the said————————————————————————————————————
-	the rights, privileges, immunities and appartenances, of whatsoever nature, thereunto belonging, unto the said
1 6 5	and to the heirs and assigns forever; subject to any vested and accrued water rights for mining, agri- cultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such cater 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 ame 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 fraited States.
	IN TESTIMONY WHEREOF, I, Penjamus Carriers President of the United States
4	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
	day of December , in the year of our Lord one thousand time
	SEAN WO States the one hundred and Afterthe
	By Ellen Backseland Clesh secretary.
R	ecorded, Colorado Vol. 34 , Page 233.
	Filed for Record the 170 day of July A. D. 1947, at 9 octoon M. M. Chang have Cocceder!
	By Deputy.



### 20 58 625

#### THE UNITED STATES OF AMERICA.

STERLING OF 153

To all to Whom these Presents shall come, GREETING:

	WHEREAS, A	Certificate	of the Register	of the	Land	Office at	Sterling,	Colorado,	has beer	deposited in	the Genera
Land 0	Office, whereby	it appears	that, pursuant	to the	Act of	Congres	s of May	20, 1862,	"To Sec	ure Homesten	ds to Actua
Settler	s on the Public	Domain," a	and the nets su	plemen	tal the	reto, the	claim of.	Miller	12.6	ach	1 - E + 1

has been established and duly consummated, in con-

formity to law, for the

With well quarter of Darton lively serin in Township for with of Range Sorty serin with of the Dieth Brincipal Medician Dolorado, antiming one Sundad series serve.

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,		President of the United States of
America, have caused these letters to l	e made patent, and the Seal of the General Land Offi	ce to be hereunto affixed.

Given Under my hand, at the City of Washington, the Liverline with the day of Seety in the year of our Lord one thousand nine hundred and william and of the Independence of the United States the one hundred and working the City of Washington, the Liverline with the year of our Lord one thousand nine hundred and working the City of Washington, the Liverline with the Year of the United States the one hundred and working the City of Washington, the Liverline with the Year of the United States the one hundred and working the City of Washington, the Liverline with the Year of our Lord one thousand nine hundred and with the City of Washington, the Liverline with the Year of our Lord one thousand nine hundred and with the City of Washington, the Liverline with the Year of our Lord one thousand nine hundred and with the City of Washington, the Liverline with the City of Washington, the Liverline with the City of Washington, the Liverline with the City of Washington with the C



BY THE PRESIDENT: Weedrow Wilson

By M. D. Secretary. Secretary.

action Recorder of the General Land Office.

Recorded: Patent No. winder 15:15:25.

By......DEPUTY.



THE UNITED STATES OF AMERICA.	
Mulling- 019183	
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	
Secret Height 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	
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Southwist quarter of section windy land in which has north of sanger folly reven week of the with Beneithed Medican Connects.	
containing one number static some	
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	Fright Co.
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	1.3
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	10.0
the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manu-	1.3
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-	- 6
of-way thereon for ditches or eanals constructed by the authority of the United States.	1 4 4
In Testimony Whereof, I, Howkiew Willey President of the United States	
of America, have caused these letters to be made Patent, and the Scal of the General Land Office to be hereunto affixed.	
Given Under my hand, at the City of Washington, the Millich day of July	
in the year of our Lord one thousand nine hundred and fulfill and and of the Independence of the United States the	
one hundred and forteith	
Do now Deposition - Office for my 246 A.	
MITED STAR	
SEAL By SECRETARY.	
Recorder of the General Land Office.	
LAND	
Recorded: Patent Number 2 5 522 1.5.	
Filed for record at 500 o'clock at M., January 100 A. D. 1916.	
Many M. Minney Recorder.	4
	10
ByDeputy.	

# BOOK 351 DOG 44

#327036

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Book 351, 44, Apr. 13 1955 4:50 P.M.

THE FEDERAL LAND BANK OF VICHILA, By R.H. Jones, Vice-President; ATTEST: J. A. Carrico, Ass't. Secy. Seal.

WILLIAM G. KORF.

CORPORATION SPECIAL WAPRANTY DEED. \$2,600.00

Dated war. 24, 1955.

Ack'd Mar. 24, 1955, before Roberta L. Moore, M.P., Sadgwick Co., Kans. Seal. Comm. expires Dec. 8, 1958.

WW Sec. 27, Twp. 5 M. R. 47 W. Ath P.M. -- 160 A. m. or 1.

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;

in, upon and under said real estate, together with the full and free right to Excepting and reserving unto party of the first part, its successors and assigns, an undiv. 1/4 of alloil, gas and other minerals and mineral rights 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 end all other charges levied or assessed against said real estate for the year 1940 and subsequent years.

>

BUOK 443 Page 231

Recorded June 19, 1967 at 1:00 O'Clock P.M #376178 Reception. S. R. ALLISON, Recorder BOOK 443 PAGE 231 RIGHT=OF-WAY EASEMENT KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Alford KorF
(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Highline Electric Assoctions of the second se iation, 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 Yward State of Colorado, and more particularly described as follows: High line will pay Along North Side Section 27 of the NWY Township Range\_ 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 preperty of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands. The undersigned convenant 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 day of \_ RUS (L.S.) TARY STATE OF PUD" TE OF day of \_\_\_\_\_\_\_, 19\_67 by offer we this\_\_\_\_\_\_\_\_ Witness my hand and official seal. (Seal) My Commission Expires my Commission expires November 5, 1967

BOOK 4118 Page 384

IV

BOOK 478 PAUS 384

LEASE

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 NW4 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.

180

Book 478 Page 385

BOOK 478 PAUL 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 - Lessor	(SEAL)
-\$\hat{\cou}\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Bonnie Kechley Bonnie Kechley - Lessor	(SEAL)
	COUNTY OF YUMA	
ATTESI	BY: Dayanon Chairma	n .
and all all a		
STATE OF COLORADO )		
COUNTY OF YUMA )	nstrument was acknowledged before me this	9
day of, 1973, by WITHERS my hand and Office	Melvin Kechley and Bonnie Kechley, Lesson	8.
A HARRY E TILGNER	<i>l.s., 29-7977</i>	

Notary Public

181

tecorded at	4:25	_ o'clock
Reception No	4437	45

NAI	R	ANT	VI	DE.	ED

THIS DEED, Made this 15th

day of December

1986 , between

Alfred W. Korf and Marie M. Korf

\*County of Yuma of the

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

200X 640PAGE393

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

Township 5 North, Range 47 West

Section 25: NW

Section 26: SW

00

00

Section 27: NW

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 appartenances, 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 ensealing 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

. 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

Marie M. Korf

STATE OF COLORADO,

County of Yuma

The foregoing instrument was acknowledged before me this 15th

Alfred W. Korf and Marie M. Korf,

DIAR My commission expires My Commission Figures July 23, 1997

WITNESS my hand and official seal

Honold R. St

day of December

"If in Denver, insert "City and."

No. 952. Rev. 3-85. WARRANTY DEED (to Corporation) For Photographic Record

3-85

1986

(C)

Bradford Publishing, 5825 W. 6th Ave., Lakewood, CO 80214 - (303) 233-6900

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

Yuma.

EDOK 640 PAGE 394

of the

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# County of

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, hargain, 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 and State of Colorado, described as follows:

Township 5 North, Range 47 West of the 6th P.M.

Section 25: NW Section 26: SW2 Section 27: NW1

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, little, 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 ensealing 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, tiens, 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 Recorder 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 abo

Alfred W. Korf

Marie Karf A KA Marie M. Morf

STATE OF COLORADO.

10 5

County of Yuma

The foregoing instrument was acknowledged before me this 15th day by Alfred W. Korf and Marie Korf a/k/a Marie M. Korf December day of

, 19 86 .

My commission expites. My Commission Colors 1-1-1-2, 1997

WITNESS my hand and official seal.

brold R. Its

"If in Denver, insert "City and."

STABLIC.

No. 952. Rev. 3-85. WARRANTY DEED (to Corporation) for Photographic Record



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

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

Reception. 3.25.198. S. R. ALLISON, Recorder BOOK 440 PAGE 347

RNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether or more)  William And I Men and wife) for a good and valuable consideration, the hereof is hereby acknowledged, do hereby grant unto the Highline Electration, inc., a cooperative corporation (hereinafter called the "Cooperation of the construct, operate is holywork, Colorado, and to its successors or assign on enter upon the lands of the undersigned, situated in the County of Y tate of Cooperation (hereinafter called the "Cooperation of more particularly described as following and to construct, operate and maintain on the above-described lands and/upon all streets, roads or highways abutting said lands, an electric trailstribution line or system, and to cut and trim trees and shrubbery that we with or threaten to endanger the operation and maintenance of said.  The undersigned agree that all poles, wires and other facilities, in my main service entrance equipment, installed on the above-described lands operative's expense shall remain the preperty of the Cooperative, remorphism of the Cooperative, upon termination of service to or on said lands and that the said lends are free and clear of encumbrances and lie that soever character except those held by the following persons:  IN MITHESS MEREOF, the undersigned have set their hands and seals for the cooperative was acknowledged before me this form the cooperative was made and official.	receipt c Assoc- ive"), whose is, the right whose is, the right whose is, the right whose is, the right whose is in or ismission or may inter- ine or systee d at the
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100x 449 PAGE 307 378375 or record in the office of the record in the office ork (Register of Deeds) on (4.65 <u>Real Estate</u> as page<u>3</u> KNOW ALL MEN BY PHEASE PRESENTS: and the State of Colorado for and in consideration of the sum of one dollar (Sladd) recept of which consideration is a reby acknowledged, do hereby grant, convey and continuous induces Nebrasia Mandata Cas Company, Inc., a Kansas Corporation, its recessors and assigns (hermination collectively called Grantee), the right of any and company to company, inctally maintain, renew, replace and operate physicals, that node is below around, and appurtenances thereto, for the transportation of case income, over the following described lands as a major of contract Mandata Colors of Mandata and State of thereto, for the transportation of easy of described lands structed in the county of Colorato 10 BAVE ADD 10 BYD Sale is desiral way and concrete anto said Kansas-Nebraska Natural Cas Company, have its enterestry and assigns, so long as such pipelines, and appartonal as to better such the saintained, together with the right of ingress to anti-constructions said processes for the purpose of constructing, inspecting, repairing, sailtaineds, renewing and replacing the property of Grantee located therein or the research is whole or it rait at will of Grantee. Grantors retain the right of the located process herein expressed. A.D., 1978, set to be a control of the and for the compensation appears if the architecture of the architecture of the architecture of the set this 1, 2; har of 2 and state aforesaid, known to me and known to MY COMMISSION EXPIRES: My Commission expires march 14, 1971

800K 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:

STATE OF COLORADO ) ss.

COUNTY OF LOGAN

Acknowledged before me this <a href="https://line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/line.com/lin

WITNESS my hand and official seal.

My commission expires: My Commission Expires Aug. 24, 1985

NOTARY PUBLIC
STATE OF COLORADO
MARGARET J. BELL

Margaret J. Bell Notary Public

214 Poplar Address

Sterling, CO 80751

## Recorded June 24, 1982 at 4:00 0'Clock P M Recorded 426508 Margie Evertone, Recorder PARTIAL RELEASE

WHEREAS, by instrument dated March 20, 1968, and recorded in Book 449,
Page 307 of the Miscellaneous Real Estate Records of Yuma County, Colorado, KansasNebraska 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.

von Dated this 11th day of May, 1982.

ATTESTI B. D. 3

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

Janus J. Deach

lancy J. Bach, Assistant Secretary

STATE OF Alphoas KA

COUNTY OF Adams

M. Asbury, Vice-President, Operations

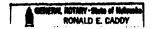
On this 11th day of May, 1982, before me, a notary public, in and for said county, personally came the above-named Vice-President of Operations, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice-President of said corporation and acknowledged 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.

Made O. Caday

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

