Print Form

TOWN OF ERIE
Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY

FILE NAME: ERIE GATEWAY South

FILE NO: AN-000758-2016 DATE SUBMITTED: 4-20-16 FEES PAID: $4500

PROJECT/BUSINESS NAME: Erie Gateway

PROJECT ADDRESS: TBD - generally west of County Line Road and north of Baseline Road/HWY 7

PROJECT DESCRIPTION: Erie Gateway is proposed to be a high quality residential addition to the Town of Erie, this proposal will include a significant amount of open space, parks, and a new entry road from Baseline/HWY 7 into the Town of Erie.

LEGAL DESCRIPTION *(attach legal description if Metes & Bounds)*

Subdivision Name:

Filing #: Lot #: Block #: Section: Township: Range:

OWNER *(attach separate sheets if multiple)*

Name/Company: [illegible]

Contact Person: Same - Dick Schillawski

Address: 1160 N. 119th St.

City/State/Zip: Lafayette CO 80026

Phone: 303/664-0156 Fax:

E-mail: rschillawski@earthlink.net

AUTHORIZED REPRESENTATIVE

Company/Firm: OEO LLC

Contact Person: Matt Janke

Address: 7353 South Alton Way

City/State/Zip: Centennial, CO - 80112

Phone: 303.770.9111 Fax:

E-mail: mjanke@e5xmanagement.com

MINERAL RIGHTS OWNER *(attach separate sheets if multiple)*

Name/Company:

Address:

City/State/Zip:

MINERAL LEASE HOLDER *(attach separate sheets if multiple)*

Name/Company:

Address:

City/State/Zip:

LAND-USE & SUMMARY INFORMATION

Present Zoning: AG

Proposed Zoning: LDR

Gross Acreage:

Gross Site Density (du/ac):

Lots/Units Proposed:

Gross Floor Area:

SERVICE PROVIDERS

Electric:

Metro District:

Water *(if other than Town)*:

Gas:

Fire District:

Sewer *(if other than Town)*:

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		**SUBDIVISION**	
☑ Major (10+ acres)	$ 4000.00	☐ Sketch Plan	$ 1000.00 + 10.00 per lot
☐ Minor (less than 10 acres)	$ 2000.00	☐ Preliminary Plat	$ 2000.00 + 40.00 per lot
☐ Deannexation	$ 1000.00	☐ Final Plat	$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		☐ Minor Subdivision Plat	$ 2000.00
☐ Major	$ 3000.00	☐ Minor Amendment Plat	$ 1000.00 + 10.00 per lot
☐ Minor	$ 1200.00	☐ Road Vacation (constructed)	$ 1000.00
ZONING/REZONING		☐ Road Vacation (paper)	$ 100.00
☐ Rezoning	$ 1700.00 + 10.00 per acre	**SITE PLAN**	
☐ PUD Rezoning	$ 1700.00 + 10.00 per acre	☐ Residential	$ 1400.00 + 10.00 per unit
☐ PUD Amendment	$ 1700.00 + 10.00 per acre	☐ Non-Resi. (>10,000 sq. ft.)	$ 2200.00
☐ Major PD Amendment	$ 3700.00 + 10.00 per acre	☐ Non-Resi. (>2,000 sq. ft.)	$ 1000.00
☐ Minor PD Amendment	$ 500.00	☐ Non-Resi. (<2,000 sq. ft.)	$ 200.00
SPECIAL REVIEW USE		☐ Amendment (major)	$ 1100.00
☐ Major	$ 1000.00	☐ Amendment (minor)	$ 350.00
☐ Minor	$ 400.00	**VARIANCE**	$ 600.00
☐ Oil & Gas	$ 1200.00	**SERVICE PLAN**	$ 10,000.00

*All fees **include** both Town of Erie Planning & Engineering review. These fees **do not include** referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.*

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: _____ Date: _____

Owner: _____ Date: _____

Applicant: [signature] Date: 4/1/16

STATE OF COLORADO)
) ss.
County of DENVER)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 2016, by MATT JANKE.

My commission expires: 9/8/2018

Witness my hand and official seal.

KATHLEEN HOTCHKISS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20144035064
MY COMMISSION EXPIRES SEPTEMBER 08, 2018

[signature]
Notary Public

Authorization by Sonya J. Lewis

Sonya J. Lewis, the owner of the real property hereby states that Sonya J. Lewis has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Sonya J. Lewis with respect to such Applications.

By: _____

)) State of Colorado
)) County of Boulder

Acknowledged before me this 22 day of March, 2016

by Jorge Villanueva

Witness my hand and official seal.
My commission expires August 7, 2018.

_____
Notary Public

JORGE VILLANUEVA
Notary Public
State of Colorado
Notary ID 20144030956
My Commission Expires Aug 7, 2018

Authorization by Millican Revocable Living Trust

Millican Revocable Living Trust, the owner of the real property hereby states that Millican Revocable Living Trust has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Millican Revocable Living Trust with respect to such Applications.

By: Linda Millican - Trustee

)) State of Colorado
)) County of Arapahoe

Acknowledged before me this 12th day of February, 2016

by Linda Millican

Witness my hand and official seal.
My commission expires 7/15/17.

Sarah Lehr
Notary Public

SARAH LEHR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014019579
MY COMMISSION EXPIRES JULY 15, 2017

Authorization by Lafayette-7, LLP

Lafayette-7, LLP, the owner of the real property hereby states that Lafayette-7,LLP has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Lafayette-7, LLP with respect to such Applications.

By: _____

)) State of Colorado
)) County of Jefferson + Boulder Co. Lafayette 7 LLP

Acknowledged before me this 3 day of February, 2016

by Carol Lou Vandemoer

Witness my hand and official seal.
My commission expires 11-21-2018.

Carol L Vandemoer
Notary Public

Carol Lou Vandemoer
Notary Public
State of Colorado
Notary ID 20144044519
My Commission Expires November 21, 2018

Authorization by Linn S. McDonald

Linn S. McDonald, the owner of the real property hereby states that Linn S. McDonald has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Linn S. McDonald with respect to such Applications.

By: _____

)) State of ~~Colorado~~ California
)) County of Los Angeles

Acknowledged before me this 23 day of March, 2016

by Renee' Bubetz

Witness my hand and official seal.
My commission expires February 16 2017

Renee' Bubetz
Notary Public

RENEE BUBETZ
COMM. #2007772
Notary Public - California
LOS ANGELES COUNTY
My Comm. Exp. FEB. 16, 2017

ANNEXATION LETTER OF REQUEST

Dear Town of Erie Board of Trustees,

It is an honor and a pleasure to share a new chapter in the growth of the Town of Erie with each of you.

As you know, it takes a vision to build a legacy. It takes a tremendous amount of dedication and commitment to create experiences and meaningful places that future generations will admire and enjoy. It takes a dedicated team, people like you, who are committed, invested, and curious about what happened yesterday, what happens today, and what will happen tomorrow. In your role as community leaders, you experience the impact of planning decisions every day.

Our team encourages you to imagine the possibilities of this proposal for a unique addition to the Town of Erie. Our dedicated team strives to be inventive and to integrate history, culture and landscape in building on this property for tomorrow and beyond. We have been inspired by your goals, desires and vision for the future as defined in the current Town of Erie Comprehensive Plan. We believe your vision, in combination with our creative energies, will result in the design of a unique and vibrant community where people can connect with each other, nature, recreation, and history where they live.

PROPERTY ADDRESS: TBD – Erie Gateway South

To the Mayor and Board of Trustees, Town of Erie, Colorado, We, the undersigned, all of the owners of all real property of the territory described herein, respectfully request that the Board of Trustees annex this territory to the Town of Erie, Colorado and extend the town boundaries to include same.

First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
Phone: **(303)876-1112** Fax:**(877)235-9185**

DATE: August 01, 2016
FILE NUMBER: NCS-766895-CO
PROPERTY ADDRESS: Vacant Land, Boulder, CO
OWNER/BUYER: Lafayette7 LLP/OEO, LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER: Vacant Land
ASSESSOR PARCEL NUMBER:

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:
Transmittal:
Revision No.:
Schedule A:
Schedule B - Section 1 Requirements:
Schedule B - Section 2 Exceptions:

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

TO:	**First American Title Insurance Company National Commercial Services**	**TITLE OFFICER:**	**Shari Jacobs**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, Colorado 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sjacobs@firstam.com**
		DELIVERY:	**E-MAIL**

TO:	**First American Title Insurance Company National Commercial Services**	**ESCROW OFFICER:**	**Sonya Bailey**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, CO 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sonyabailey@firstam.com**
		DELIVERY:	**E-MAIL**

To:	**E5X Management**	**ATTN:**	**Matt Janke**
	7353 South Alton Way	**PHONE:**	**(303)770-9111**
	Centennial , CO 80112	**MOBILE:**	**(303)994-5357**
		FAX:	
		E-MAIL:	**mjanke@E5XManagement.com**
		DELIVERY:	**E-MAIL**

To:	**Davis & Ceriani, P.C.** **1350 17th Street Suite 400** **Denver , CO 80202-1581**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Edward Gorab** **(303)534-4618** **egorab@davisandceriani.com** **E-MAIL**

To:	**Andersohn Law Office, PC** **11971 Quay Street** **Broomfield, CO 80020**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Nathan L. Andersohn** **(303)429-7574** **E-MAIL**

To:	**OEO, LLC** **7353 South Atlon Way, Suite A-100** **Englewood, CO 80112**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Chris Elliott** **(303)425-3004** **celliott@e5xmanagement.com** **E-MAIL**

To:	**Lafayette7 LLP** **5305 West 86th Avenue** **Arvada, CO 80003**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Josef Guetlein** **geejoann@comcast.net** **E-MAIL**

To:	**David, Hicks & Lampert Brokerage LLC** **5750 DTC Parkway Suite 200** **Greenwood Village, CO 80111**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Bobby Kline** **bobby.kline@dhlb.com** **E-MAIL**

To:	**First American Title Insurance Company National Commercial Services** **125 17th Street, Suite 500** **Denver, CO 80202**	**ATTN:** **PHONE:** **MOBILE:** **FAX:**	**Beverly M. Carlson** **(303)876-1138** **(720)775-8892** **(877)235-9185**

E-MAIL: **bevcarlson@firstam.com**
DELIVERY: **E-MAIL**

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

1. Effective Date: July 20, 2016 at 5:00 p.m.

   a. ALTA Owner's Policy (06-17-06)

      Proposed Insured:
      OEO, LLC, a Colorado limited liability company

   b. ALTA Loan Policy (06-17-06) $0.00

      Proposed Insured:
      None

2. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple, as to Parcels I and II; Easement as to Parcel III

3. Title to the estate or interest in the Land is at the Effective Date vested in:

   Lafayette-7 LLP, a Colorado limited liability partnership, successor by conversion from Lafayette 7, a General Partnership (subject to requirements)

4. The Land referred to in this Commitment is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

   For informational purposes only: Vacant Land,
   Boulder, Colorado

EXHIBIT A

Commitment No.: NCS-766895-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

Parcel I:

A Tract of land located in Section 36, T1N, R69W of the 6th P.M., Boulder County, Colorado described as follows: Beginning at the N¼ corner of Section 36, thence South 0°11'35" West along the North-South centerline of said section, a distance of 2,653.24 feet to the center of Section 36; thence South 89°56'20" East along the East-West centerline of Section 36, a distance of 1,327.92 feet to the Northwest corner of the NE¼ of SE¼ of Section 36 and the true point of beginning; thence South 0°21'10" West, 1,323.16 feet to the Southwest corner of the NE¼ of the SE¼ of Section 36; thence North 89°55'19" East a distance of 314.82 feet along the South line of the NE¼ of the SE¼ to a point on a curve, said point being on the westerly Right-of-Way of the Burlington Railroad, from which a radial line bears North 23°08'41" West; thence along a curve to the left, whose central angle is 40° 34', and whose radius is 666.26 feet, a distance of 471.70 feet to the point of tangency; thence North 26°17'19" East along said westerly right-of-way a distance of 525.34 feet to the PC of a curve with a central angle of 4°20'04" and a radius of 5,450.80 feet; thence along said curve to the left, a distance of 413.24 feet along railroad R.O.W. to a point on said curve, thence North 68°02'45" West along a radial line a distance of 421.85 feet; thence North 89°56'20" West along the East-West centerline of said Section 36, 652.08 feet to the true point of beginning.

Parcel II:

Tract R-9, A Tract of land located in Section 36, Township 1 North, Range 69 West of the 6th P.M. Boulder County, Colorado, described as follows: Beginning at the N¼ corner, thence South 0°11'35" West along the North-South centerline of said Section 36, 2,653.24 feet to the center of Section 36; thence South 89°56'20" East along the East-West centerline of said Section 36, a distance of 1,320 feet to the true point of beginning; thence continuing South 89°56'20" East along the East-West centerline a distance of 660 feet; thence North 0°11'35" East along the West line of a tract shown as Tract I-2 on Survey recorded Boulder County, Reception No. 807363 a distance of 1,321.63 feet; thence North 89°48'25" West along the South line of a tract shown as Tract R-6 on Survey recorded Boulder County, Reception No. 807363, a distance of 660 feet; thence South 0°11'35" West along the East line of a tract shown as Tract R-8 on Survey recorded Boulder County, Reception No. 807363, a distance of 1,323.17 feet to the true point of beginning.

Parcel III:

Those certain easements as set forth in Document recorded March 6, 1967, at Reception No. 840827, Film Number 596.

County of Boulder,
State of Colorado.

For informational purposes only: APN: 14653600009

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Payment of all taxes and assessments now due and payable.

4. Recordation of a certified copy of the statement of conversion of Lafayette 7, a General Partnership to Lafayette-7 LLP, a Colorado limited liability partnership, as filed with the Colorado Secretary of State

5. Recordation of a Special Warranty Deed satisfactory to the Company, from Lafayette-7 LLP, a Colorado limited liability partnership, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.

6. Receipt by the Company of the following documentation for Lafayette-7 LLP, a Colorado limited liability partnership:

   Partnership Agreement, and all amendments thereto, if any.

7. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:

   Operating Agreement, and all amendments thereto, if any.

8. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Lafayette-7 LLP, a Colorado limited liability partnership.

9. This item has been intentionally deleted.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

   NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 1 through 3 will be deleted.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

   NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.

7. An easement for ingress and egress and incidental purposes as reserved in Deed recorded March 6, 1967 at Reception No. 840827.

8. Oil and Gas Lease recorded March 19, 1982 at Reception No. 487551, and any and all assignments thereof or interests therein.

9. Oil and Gas Lease recorded September 30, 1986 at Reception No. 00792819, and any and all assignments thereof or interests therein.

10. Notice of Oil and Gas Interests and Surface Use recorded July 23, 2001 at Reception No. 2112331.

11. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. 2890878.

12. Existing leases and tenancies.

    Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 12, above, will be deleted.

13. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised _____, prepared by KT Engineering, as Job Number [unknown]:
    a. Fence lines are not coincident with the property boundaries along the northerly and easterly propery lines;
    b. Gravel access drive traversing the subject property;
    c. Oil and gas apparatus and any setbacks associated therewith; and
    d. Power poles outside of a recorded easement along the easterly property line.

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EXHIBIT B
Statement of Charges

ALTA Owner Policy	$ tbd
Tax Certification	$

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D. The Company must receive payment of the appropriate premium.

E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S, 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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Reception No. ..... Charlotte Houston, Boulder County Recorder

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 23rd day of October, 19 81 by and between

Harold A. Storey

of 1015 Sherman Street Denver, CO 80203

hereinafter called lessor (whether one or more) and Todd T. Hitchings

hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ 10.00 cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Boulder, State of Colorado, described as follows, to-wit:

All that portion of the NE¼ and the NE¼ SE¼ of Section 36, T 1 North, Range 69 West of the 6th P.M. owned by lessor being tracts Numbered R-9 and I-3 in that survey recorded February 15, 1966 at reception #807363 in the County Clerk and Recorder's office in Boulder, Colorado and which tracts are more completely described in deeds recorded July 13, 1973 at reception #073150 and December 19, 1973 at reception #089384 in the Boulder County Clerk and Recorder's office.

of Section --, Township --, Range --, and containing 43 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal ~~1/5th~~ 15% part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~1/5th~~ 15% royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ~~1/5th~~ 15% at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the The First National Bank at Independence

X Colorado, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Forty-three XX/100 - DOLLARS ($ 43.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months 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. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions below plow depth.

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

Lessee shall pay for damages caused by his operation to growing crops on said lands.

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

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

10. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

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

Harold A. Storey

Harold A. Storey

ACKNOWLEDGMENTS

STATE OF COLORADO
COUNTY OF DENVER } ss.

Colorado
INDIVIDUAL, ~~North Dakota, South Dakota, Nebraska~~

On this 29th day of October, 19 81, before me, personally appeared Harold A. Storey, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

My commission expires:
12-6-83

Notary Public.
1635 E. Colfax Ave.
Denver, Co. 80218

STATE OF
COUNTY OF } ss.

Colorado
INDIVIDUAL, ~~North Dakota, South Dakota, Nebraska~~

On this day of, 19, before me, personally appeared, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that executed the same as free act and deed.

My commission expires:

Notary Public.

487551

No.
Oil and Gas Lease
FROM
TO
Dated, 19
No. Acres County
Term
This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Book, Page of the records of this office.
Register of Deeds.
By, Deputy
When recorded return to
Tollcyn Enterprises
37 West Ranch Trail
Morrison, Colorado 80465

STATE OF
COUNTY OF } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this day of in the year, before me, a Notary Public, personally appeared, known to me to be the of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

#00792819 09/30/86 09:12 AM REAL ESTATE RECORDS
F1433 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

2-1

PRODUCERS 88 (Rev. 1982)

OIL AND GAS LEASE

THIS LEASE is made and entered into this 24th day of September, 19 86,

by and between Alexander Ilyin and Marina Ilyin, husband and wife

whose mailing address is 9 Bayswater Avenue, Burlingame, California 94010,

(hereinafter referred to as "Lessor," whether one or more) and Martin Exploration Management Company
(hereinafter referred to as "Lessee"). 2300 Central Avenue, Suite A, Boulder, CO 80301

WITNESSETH:

1. That Lessor, for and in consideration of a rental of Ten Dollars ($10) and other good and valuable consideration, paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by Lessee, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto Lessee for the purpose of investigating, exploring, and prospecting by geophysical and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, casinghead gasoline, other hydrocarbons, and other minerals and gases produced therewith (hereinafter for brevity, unless otherwise required by the context, all being jointly and severally referred to as Oil and Gas), laying pipelines, building tanks, stations, power lines, telephone lines, and other structures thereon to explore for, produce, store, sell, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said lands or adjacent land, the following-described tract of land (hereinafter referred to as the "Land") in Boulder County, State of Colorado, to wit:

Township 1 North, Range 69 West of the 6th P.M.
Section 36: the northeast one-quarter, and that portion of the northeast one-quarter of the southeast one-quarter lying east of the railroad right-of-way as platted by Anna Beynon in Book 3, Page 37, records of Boulder County, Colorado.

~~This is a paid-up lease.~~

Less Partial Release of Oil and Gas Lease - Surface only - a 10 acre tract known as Tract R-3

and containing 172 gross acres, more or less.

2. It is agreed that this Lease shall remain in full force and effect ~~for a term of ten (10) years~~ until December 31, 1986 from the date hereof (the "primary term") and as long thereafter as Oil and Gas is produced from the Land or from lands with which the Land is pooled or combined therewith by Lessee or operations are being conducted on the Land or upon other lands combined or pooled by Lessee with the Land for the exploration for and/or production of the same.

In consideration of the premises, the parties further covenant and agree as follows:

3. Lessee shall pay Lessor for natural gas and/or oil sold at the well one-eighth (1/8) of the proceeds for the natural gas and/or oil sold; pay Lessor for natural gas and/or oil used off the premises by Lessee or used by Lessee in the manufacture of any products therefrom one-eighth of the market price at the well for the gas and/or oil so used. Where oil and/or gas from a well capable of or which could be made capable of producing gas is not sold or used for a period of one (1) year, Lessee shall pay or tender as royalty One Dollar ($1) per year per net royalty acre of the Land hereunder applicable to such well (such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of one (1) year from the date such well is shut-in or becomes capable of producing and thereafter on the anniversary date of this Lease during the period such well is shut-in or remains nonproducing) to the Lessor or to the Lessor's credit in the rental depository bank hereinafter designated. If such payment or tender is made, it will be considered that gas is being produced from the Land within the meaning of paragraph 2 above. The Lessee may suspend drilling operations on any natural gas well at any time during the drilling of said well after the penetration of any natural gas bearing formation with potential for commercial production when there is presently not a market for the natural gas and further drilling of said well, in the Lessee's reasonable judgment, will render the condition, pressure, quantity and/or any other aspect of the natural gas to be such as would prove to be detrimental to the marketability of natural gas from said wells. A well which is suspended and capped in this manner will be deemed capable of producing natural gas as that term is employed in this paragraph.

~~4. If activity for the drilling of any well is not commenced on the Land or other land pooled or combined therewith as hereinafter provided on or before the day of _____, 19____, this Lease shall terminate as to both parties unless the Lessee shall, on or before that date, pay or tender to the Lessor or the Lessor's credit in the _____ Bank at _____, or its successors, which shall continue as the depository regardless of changes in the ownership of the Land, the sum of One Dollar ($1) per net acre of Land included hereunder which shall operate as a rental and cover the privilege of deferring the commencement of the drilling of a well for twelve (12) months from said date. In like manner, and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months 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 date. It is understood that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the Lessee's option of extending that period as aforesaid and any and all other rights herein conferred.~~

5. Lessee shall have the right to drill to completion with reasonable diligence and dispatch: (1) any well commenced within the primary term or any extended term of this Lease and (2) any well commenced within ninety (90) days of the completion of a well which has been commenced within either such term. If Oil and Gas shall be found in paying quantities in any such well, this Lease shall continue to be in force with like effect as if such well has been completed within the primary term or any extended term of this Lease. Lessee shall also have the right to drill to completion with reasonable diligence and dispatch any well which has been suspended and capped as referred to in paragraph 3 above at such time as natural gas can be marketed therefrom, and it is expressly agreed that the Lessee will act with reasonable diligence to market the natural gas in said suspended well.

6. Lessee is hereby granted the right and power to pool, unitize, or combine the Land (hereinafter commonly referred to as "pooling") covered by this Lease, or any portion thereof, with other land, lease, or leases in the vicinity thereof at any time, and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so. Such pooling shall be effected by Lessee's executing and filing, in the office where this Lease is recorded, an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled (including the commencement, drilling, completion, and operation of a well thereon) shall be considered and construed and shall have the same effect, except for the payment of royalty, as drilling, completion, production, development, and operation on the Land under the terms of this Lease, regardless of the formation or formations pooled or combined. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any such unit in the proportion, but only in the proportion, that Lessor's acreage interest in the Land covered hereby and placed in the unit bears to the total acreage in such unit.

7. If prior to discovery of Oil and Gas on the Land or on land pooled therewith Lessee drills a dry hole or holes thereon or if after discovery of Oil and Gas production thereafter should cease for any cause for a period of ninety (90) days, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of six (6) months from the date of completion of a dry hole or cessation of production; and in any such case, this Lease shall continue for so long thereafter as Oil and Gas is produced from the Land or from other lands pooled or combined with the Land or operations are being conducted for the exploration for or production of Oil and Gas on any such lands. If at the expiration of the primary term Oil and Gas is not being produced on the Land or on land pooled or combined therewith but Lessee is then engaged in drilling or reworking operations thereon, this Lease shall remain in effect so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation or more than six (6) months; and if they result in the production of Oil and Gas, this Lease shall remain in effect so long thereafter as such production continues.

8. If Lessor owns a lesser interest in the Land than the entire and undivided fee simple estate to the minerals therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

9. Lessee shall have the right to use, free of cost, gas, oil, and water produced on the Land for Lessee's operations thereon or on lands combined or pooled therewith, except water from Lessor's wells.

10. When requested by Lessor, prior to construction and installation, Lessee shall bury Lessee's pipelines below plow depth.

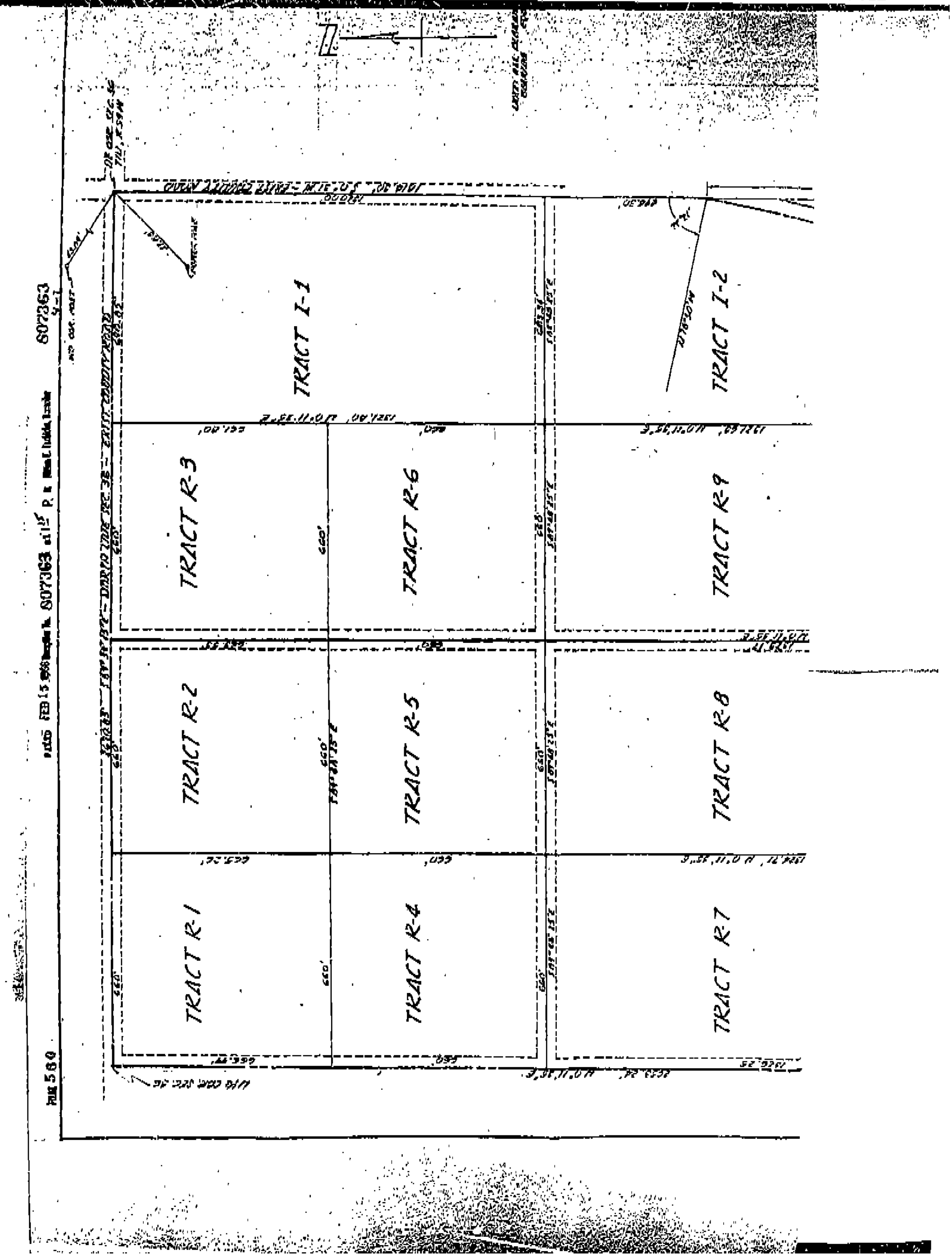
11. No well shall be drilled nearer than two hundred (200) feet to a house now on the Land without the written consent of Lessor.

12. Lessee shall pay for damages to growing crops on the Land and physical damage to Lessor's buildings, fences, cattle, or ditches caused by Lessee's operations, and Lessee shall not be responsible for any other damages to the Land or otherwise.

13. Lessee shall have the right at any time, whether before or after expiration of this Lease, to remove all machinery and fixtures placed on the Land, including the right to draw and remove casing.

14. In the event a well or wells producing oil or gas in paying quantities should be drilled on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

15. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee, in writing, of the facts relied upon as constituting a breach thereof; and Lessee, if in default, shall have a reasonable period of time after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The provisions of this paragraph shall be applicable to the payment by Lessee of shut-in gas royalty and rentals except to the extent that the time for the Lessee to cure any nonpayment thereof is otherwise stated herein.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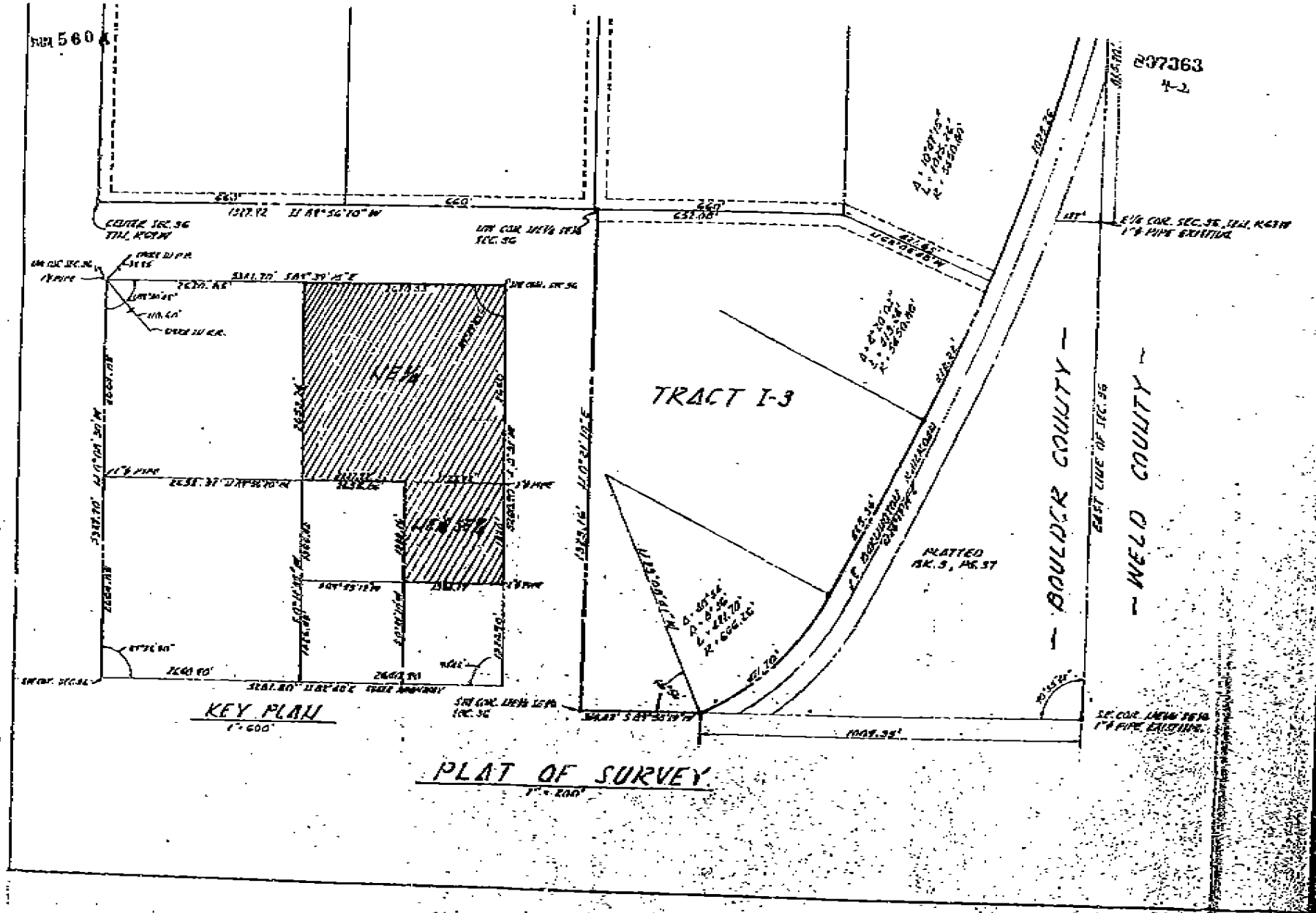
BOOK 5604
807363
TRACT I-3
PLATTED
BK. 5, PG. 57
- BOULDER COUNTY -
- WELD COUNTY -
EAST LINE OF SEC. 36
KEY PLAN
1" = 600'
PLAT OF SURVEY
1" = 200'

BW 560

807363

PLAT OF SURVEY
PORTION OF SECTION 36, T1N, R69W
BOULDER COUNTY, COLORADO

FOR

VS 38 CORPORATION – OWNER

LEGAL DESCRIPTION

A TRACK OF LAND LOCATED IN SECTION 36, T1N, R69W OF THE 6TH P.M. BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
THE NE¼ OF SECTION 36 AND THE NE¼ OF THE SE¼ SECTION 36; LYING NORTH AND WEST OF THE BURLINGTON RAILROAD R.O.W.

BEARINGS BASED ON HIGHWAY EQUAL TO 0°00'00".

I, EUGENE L. PADON A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THE PLAT SHOWN HEREON IS AN ACCURATE REPRESENTATION OF THE ABOVE DESCRIBED PROPERTY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Eugene L. Padon
COLORADO REG. NO. 2065

EUGENE L. PADON
REGISTERED
2065
LAND SURVEYOR
State of Colorado

RUN 560 -

807363

4-4

Prepared By
PADON ENGINEERING INC.
CONSULTING ENGINEERS
6615 West 44th Ave. Wheatridge, Colo. 424-6431

FILM 596 Recorded at 8:05 o'clock A M., MAR -6 1967
Reception No. 840827 HENRY C. PUTNAM Recorder.

THIS DEED, Made this twenty-seventh day of February in the year of our Lord one thousand nine hundred and sixty-seven between The Arapahoe Building Company ~~XXXXXXXXXXXXXXXXXX~~, a Colorado corporation of the City and County of Denver and State of Colorado, of the first part, and all owners of record of tracts on "Plat of Survey" described herein of the County of Boulder and State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of $1.00 ONE and no/100 ---------- DOLLARS, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said parties of the second part, their heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Boulder and State of Colorado, to-wit:

An Easement for the purpose of ingress and egress along a roadway described as follows:

Beginning at a point whence the N¼ corner of Section 36, T 1 N, R69W of the 6th P.M. bears N. 0° 11' 35" East, 1326.99 feet; thence South 89° 48' 25" E., 1980 feet; thence S. 0° 11' 35" West, 30 feet; thence N. 89° 48' 25" West, 1945 feet; thence S. 0° 11' 35" West, 1261.25 feet; thence S. 89° 56' 20" E. 1255 feet; thence N. 0° 11' 35" E, 1258.17 feet; thence S. 89° 48' 25" E., 60 feet; thence S. 0° 11' 35" West, 1258.17 feet; thence S. 89° 56' 20" E, 630 feet; thence S. 0° 11' 35" W., 30 feet; thence S. 68° 06' 48" E., 421.65 feet to the westerly R.O.W. of the Burlington Railroad; thence south-westerly along said railroad R.O.W. 50.04 feet; thence N. 68° 06' 48" W. 465.57 feet; thence N. 89° 56' 20" W., 630.38 feet to the West line NE¼ SE¼ Sec. 36; thence N. 0° 21' 10" E., 30 feet to the NW corner of the NE¼ SE¼ Section 36; thence N. 89° 56' 20" W., 1327.92 feet to the center of Section 36; thence N. 0° 11' 35" E., 1326.25 feet to the point of beginning, for the mutual benefit of all owners of record of tracts shown on survey filed in Boulder County at Reception Number 830620.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Attest:

F. A. Foster Sec.

The Arapahoe Building Company [SEAL]

John A. Hasselblad Vice Pres. [SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO, }
County of } ss.

The foregoing instrument was acknowledged before me this 27th day of February A.D. 1967 by John A. Hasselblad as Vice President and F. A. Foster as Secretary of The Arapahoe Building Company

My commission expires Sept. 13, 1969. Witness my hand and official seal.

Jack W. Brockman
Notary Public.

No. S. 933. Quit Claim Deed.

COMPLIMENTS OF
Security Title

2112331
Page: 1 of 5
01/23/2001 02:26P
Boulder County Clerk, CO N R 25.00 D 0.00

NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

This Notice of Oil and Gas Interests has been prepared and is being filed of record by **HS Resources, Inc.**, (hereinafter, "HSR") whose address is 1999 Broadway, Suite 3600, Denver, Colorado, for the purpose of providing additional public notice of its rights to make use of the surface of the lands described below for oil and gas exploration, development and related operations. For such purpose, HSR hereby states as follows:

HSR is the owner of certain oil and gas leasehold rights affecting the following described lands in Boulder County, Colorado (the "Lands"):

Township 1 North, Range 69 West, 6th P.M.
Section 36: E/2

HSR's oil and gas leasehold rights in the Lands derive from those valid and subsisting oil and gas leases which are described on Exhibit "A", attached hereto and incorporated herein, and have been duly recorded in the office of the Clerk and Recorder of Boulder County (the "Leases").

Under the laws of the State of Colorado and the provisions of the Leases, HSR has certain rights to occupy and make use of the surface of the Lands, which rights include but are not limited to the right to **PROSECUTE OIL AND GAS DRILLING AND COMPLETION OPERATIONS; PRODUCTION, TRANSPORTATION AND MARKETING OF OIL, GAS OR OTHER HYDROCARBON PRODUCTS AS WELL AS RIGHTS OF ACCESS AND USE OF THE SURFACE OF THE LANDS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND MONITORING OF WELLS, WELL LOCATIONS, EQUIPMENT, MUD AND RESERVE PITS, SEPARATORS, TANK BATTERIES, PIPELINES, GATHERING LINES, FLOWLINES, PIPELINE INTERCONNECTIONS AND ANY AND ALL OTHER REASONABLE OR CUSTOMARY USES OF THE LANDS RELATED TO SUCH OPERATIONS.**

Exhibit "B" attached hereto is a plat of the Lands showing the allowable locations under Colorado Oil and Gas Conservation Commission Rule 318A and indicates potential drillsite locations where oil and gas drilling operations may occur.

This Notice is intended to remain in effect for so long as the Leases, or any extensions or renewals thereof, remain in effect as to any portion of the Lands. It is not intended to enlarge, diminish or in any other way modify the respective rights, interests or titles of any party owning an interest in the Lands, but is to be construed only as giving notice of HSR's lawful rights under the applicable Leases and the laws of the State of Colorado.

HS RESOURCES, INC.

By: _____
James P. Wason
Denver Basin Land Supervisor

CHERYL LIGHT
NOTARY PUBLIC

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by James P. Wason, as Denver Basin Land Supervisor of HS Resources, Inc., a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires: 3-24-2004

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

T1N-R69W

SECTION 36: E/2

BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002669-001	QUINBY, LYAL E.	MARTIN OIL SERVICES INC.	04/15/75	884	135039	1N	69W	36	S/2SE/4
CO-002669-002	JAMISON, DORA L.	MARTIN OIL SERVICES INC.	04/16/75	887	138064	1N	69W	36	S/2SE/4
CO-002669-003	HICKMAN, JAMES O.	MARTIN EXPL MGMT	04/17/84	1282	592569	1N	69W	36	S/2SE/4
CO-002671-000	CRANE HOMES INC	MARTIN EXPL MGMT	11/10/81	1190	475619	1N	69W	36	NW/4SE/4
CO-002675-000	WICKS, EDITH M.	TODD T HITCHINGS	12/18/81	1200	487564	1N	69W	36	PT OF NE/4SE/4 BEING LT 1-9 BENYON SUBDIVISION PLAT BK 3 PG 37
CO-002676-000	STOREY, HAROLD A.	TODD T HITCHINGS	10/23/81	1200	487551	1N	69W	36	PORTIONS OF THE NE/4 AND NE/4SE/4
CO-002677-000	DANIELSON, ORVILLE E. & DANIELSON, MARJORIE	TODD T HITCHINGS	11/15/81	1200	487554	1N	69W	36	PT OF NE/4 BEING TRACT R-6 IN SURVEY DTD 2/15/66 REC 807363
CO-002678-000	GARRAMONE, MARY C.	TODD T HITCHINGS	11/15/81	1200	487556	1N	69W	36	PT OF NE/4 BEING TRACT R-6 IN SURVEY DTD 2/15/66 REC 807363
CO-002679-000	ALEXANDER, CAM	TODD T HITCHINGS	10/24/81	1200	487559	1N	69W	36	10.0 AC TRACT IN NE/4 (ALEXANDER TRACT)

Boulder County Clerk, CO N
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Page: 2 of 5
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EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SECTION 36: E/2
BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002680-000	BABBITT, BARRY R. & BABBITT, MARY W.	TODD T HITCHINGS	11/03/81	1200	487553	1N	69W	36	PT OF NE/4 BEING THE W/2 OF TRACT R-1 DESC IN SURVEY 2/15/66 & DEED 4/12/76
CO-002681-000	GONERWAY, MARY & LEWIS, GENE	TODD T HITCHINGS	10/24/81	1200	487561	1N	69W	36	10.0 AC TRACT IN NE/4 (GONERWAY TRACT)
CO-002682-000	DEVINE, DENNIS R. & DEVINE, PAMELA J.	TODD T HITCHINGS	10/23/81	1200	487560	1N	69W	36	PORTION OF NE/4 BEING TRACT R-3 SURVEY 12/15/66 REC 807363 DESC IN DEED REC 337150
CO-002683-000	SPEAKER, RICHARD L. & SPEAKER, VIRGINIA	TODD T HITCHINGS	10/23/81	1200	487558	1N	69W	36	10.0 AC TRACT IN NE/4 (SPEAKER TRACT)
CO-002684-000	KELL, ALEXANDER	TODD T HITCHINGS	11/10/81	1200	487557	1N	69W	36	PT OF E/2 TRACT I-2 SURVEY REC 807363 DTD 2/15/66
CO-002685-000	DONLEY, JERRY D. & DONLEY, CHERYL L.	TODD T HITCHINGS	11/03/81	1200	487555	1N	69W	36	PT OF NE/4 BEING TRACT R-2 DESC SURVEY DTD 2/15/66 & DEED DTD 8/6/73
CO-002686-000	MELCHAR, MARY R. TRUSTEE	TODD T HITCHINGS	10/28/81	1200	487552	1N	69W	36	20.0 AC TRACT IN NE/4

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Page: 3 of 5
01/23/2001 02:26P
Boulder County Clerk, CO
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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

T1N-R69W

SECTION 36: E/2

BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002688-000	ROGERS JR., ISSAC C.	MARTIN EXPL MGMT	11/28/84	1332	660926	1N	69W	36	PT OF NE/4 BEING TR I-1 DESC IN SURVEY DTD 2/15/66 REC 807363
CO-002689-000	ILYIN, ALEXANDER & ILYIN, MARINA	MARTIN EXPL MGMT	09/24/86	1433	792819	1N	69W	36	NE/4, PORTION NE/4SE/4 LYING E OF RR ROW
CO-002690-000	CITY OF LAFAYETTE	MARTIN EXPL MGMT	04/21/87	1474	849165	1N	69W	36	2.89 AC TRACT IN S/2SE/4
CO-002691-000	ROADS, PAUL C. & ROADS, GRACE D.	MARTIN EXPL MGMT	05/10/93	1822	129300	1N	69W	36	PT OF NE/4SE/4 E OF RR ROW PER SURVEY PLAT BK 3 P 37 LESS LT 1-9 E OF COAL CREEK

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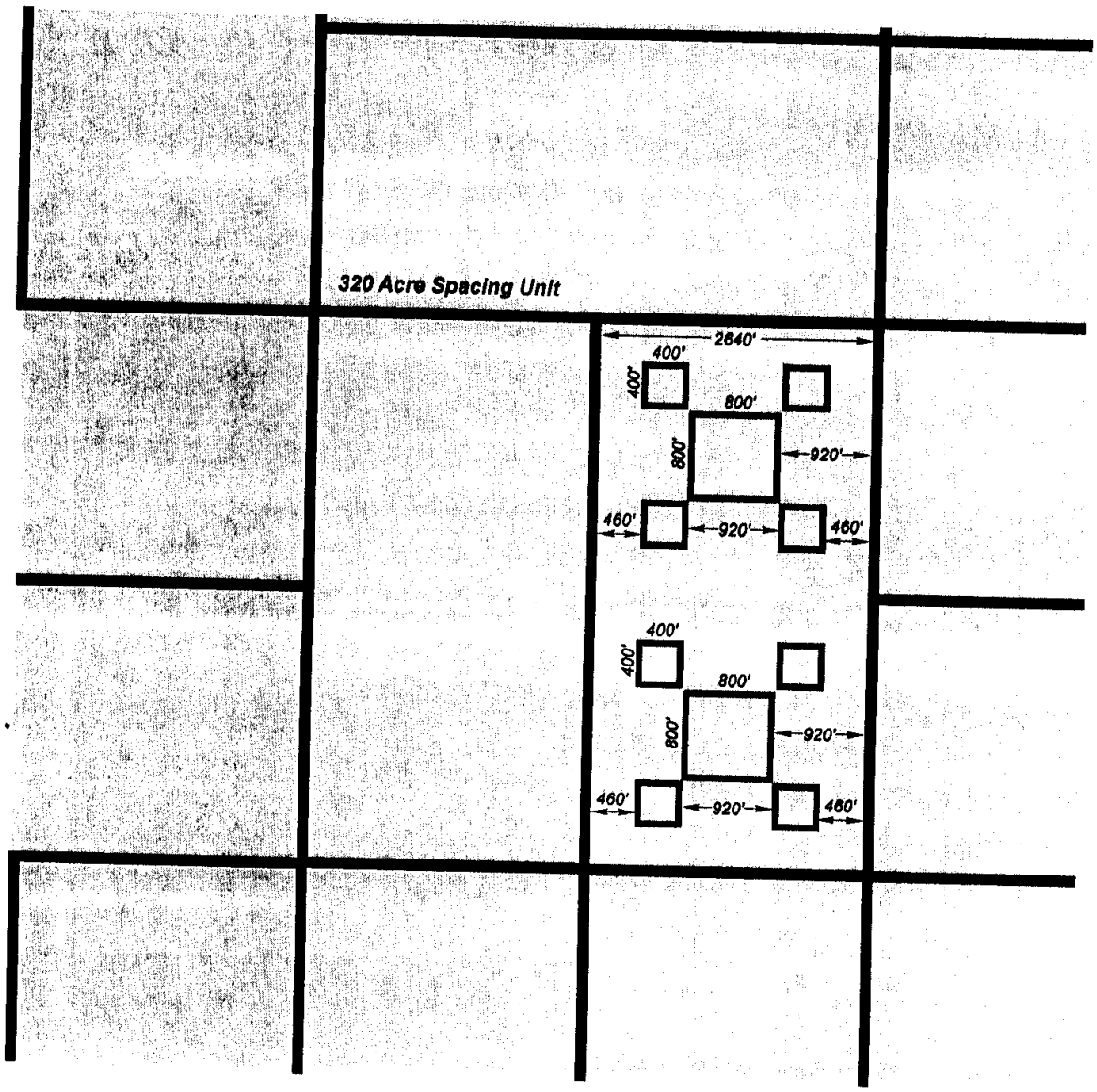
Page 4 of 5
01/23/2001 02:26P
Boulder County Clerk, CO N
R 25.00 D 0.00

EXHIBIT B

Colorado Oil and Gas Conservation Commission
GREATER WATTENBERG AREA
Special Well Location Rule
318 A



400' x 400'

800' x 800'

Sec. 36 - T 1 N - R 69 W

1000 Ft
Scale

Jwesonfb.cd

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Page: 1 of 3
10/23/2007 01:26P
Boulder County Clerk, CO RFN R 16.00 D 0.00

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT

Noble Energy, Inc., Noble Energy Production, Inc., SOCO Wattenberg Corporation, United States Exploration, Inc. (collectively referred to as "Noble") are Mineral Estate Owners (CRS 24-65.5-102(5)) underlying the following described lands located in Boulder County, CO (the "Subject Lands"):

See Attached Exhibit A for Legal Description

Pursuant to C.R.S. 24-65.5-103(3), Noble hereby requests written notification of any and all Applications for development (C.R.S. 24-65.5-102(2)), all initial public hearings by local government on any Application for development, and all other proposed surface development activities on the Subject Lands in accordance with the terms of C.R.S. 24-65.5. Such notices should be sent to the following address:

Noble Energy, Inc.
Attn: Wattenberg Land Department
1625 Broadway, Suite 2000
Denver, CO 80202

Executed this 3rd day of October, 2007

NOBLE ENERGY, INC.
NOBLE ENERGY PRODUCTION, INC.
SOCO WATTENBERG CORPORATION
UNITED STATES EXPLORATION, INC.

By: _____
P. David Padgett
Manager of Lands, D.J. Basin

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of October, 2007, by P. David Padgett, Manager of Lands, D.J. Basin for Noble Energy, Inc., a Delaware corporation, Noble Energy Production, Inc., a Delaware corporation, SOCO Wattenberg Corporation, a Delaware Corporation and United States Exploration, Inc. on behalf of said corporations.

Witness my hand and official seal. _____
Notary Public

KATHRYN PORTUS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 2/9/2009

Rob

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	2	W/2
BOULDER	1N	69W	2	SE
BOULDER	1N	69W	3	ALL
BOULDER	1N	69W	4	E/2
BOULDER	1N	69W	4	NW
BOULDER	1N	69W	6	E/2
BOULDER	1N	69W	6	NW
BOULDER	1N	69W	8	ALL
BOULDER	1N	69W	9	W/2
BOULDER	1N	69W	9	SE
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	13	W/2
BOULDER	1N	69W	14	NW
BOULDER	1N	69W	14	SE
BOULDER	1N	69W	15	ALL
BOULDER	1N	69W	16	ALL
BOULDER	1N	69W	17	E/2
BOULDER	1N	69W	17	NW
BOULDER	1N	69W	18	N/2
BOULDER	1N	69W	19	S/2
BOULDER	1N	69W	20	N/2
BOULDER	1N	69W	21	W/2
BOULDER	1N	69W	21	NE
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	E/2
BOULDER	1N	69W	23	SW
BOULDER	1N	69W	24	NW
BOULDER	1N	69W	25	SE
BOULDER	1N	69W	26	W/2
BOULDER	1N	69W	26	NE
BOULDER	1N	69W	27	E/2
BOULDER	1N	69W	27	NW
BOULDER	1N	69W	28	E/2
BOULDER	1N	69W	28	NW
BOULDER	1N	69W	29	SW
BOULDER	1N	69W	30	N/2
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	35	E/2
BOULDER	1N	69W	36	ALL
BOULDER	1S	69W	1	ALL
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	11	SW
BOULDER	1S	69W	12	ALL
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	ALL
BOULDER	1S	69W	15	E/2
BOULDER	1S	69W	15	NW

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1S	69W	20	SE
BOULDER	1S	69W	21	ALL
BOULDER	1S	69W	22	E/2
BOULDER	1S	69W	22	SW
BOULDER	1S	69W	23	E/2
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	E/2
BOULDER	1S	69W	29	NE
BOULDER	2N	69W	13	W/2
BOULDER	2N	69W	13	SE
BOULDER	2N	69W	14	E/2
BOULDER	2N	69W	14	NW
BOULDER	2N	69W	24	E/2
BOULDER	2N	69W	24	SW
BOULDER	2N	69W	25	SW
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	33	E/2
BOULDER	2N	69W	33	NW
BOULDER	2N	69W	34	S/2
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	E/2
BOULDER	2N	69W	36	SW
BOULDER	3N	69W	12	SE
BOULDER	3N	69W	36	S/2

First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
Phone: **(303)876-1112** Fax:**(877)235-9185**

DATE: July 28, 2016
FILE NUMBER: NCS-766885-CO
PROPERTY ADDRESS: 1132 North 119th Street, Lafayette, CO
OWNER/BUYER: The Millican Revocable Living Trust/OEO, LLC
YOUR REFERENCE NUMBER: 1132 North 119th Street
ASSESSOR PARCEL NUMBER: 146536000045

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:
Transmittal:
Revision No.: 3
Schedule A: Revised
Schedule B - Section 1 Requirements:
Schedule B - Section 2 Exceptions: Revised

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

TO:	**First American Title Insurance Company National Commercial Services**	**TITLE OFFICER:**	**Shari Jacobs**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, CO 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sjacobs@firstam.com**
		DELIVERY:	**E-MAIL**

TO:	**First American Title Insurance Company National Commercial Services**	**ESCROW OFFICER:**	**Sonya Bailey**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, CO 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sonyabailey@firstam.com**
		DELIVERY:	**E-MAIL**

To:	**E5X Management**	**ATTN:**	**Matt Janke**
	7353 South Alton Way	**PHONE:**	**(303)770-9111**
	Centennial, CO 80112	**MOBILE:**	**(303)994-5357**
		FAX:	
		E-MAIL:	**mjanke@E5XManagement.com**
		DELIVERY:	**E-MAIL**

To:	**Davis & Ceriani, P.C.** **1350 17th Street Suite 400** **Denver, CO 80202-1581**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Edward Gorab** **(303)534-9000** **(303)534-4618** **egorab@davisandceriani.com** **E-MAIL**

To:	**Osgood & Osgood, LLC** **1790 38th Street, Suite 300** **Boulder, CO 80301**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Scott R. Osgood** **(888)594-4079** **scott@oshlaw.com** **E-MAIL**

To:	**OEO, LLC** **7353 South Alton Way, Suite A-100** **Englewood, CO 80112**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Chris Elliott** **(303)425-3004** **celliott@e5xmanagement.com** **E-MAIL**

To:	**The Millican Revocable Living Trust** **c/o Linda Millican 3775 Garland St** **Wheat Ridge, CO 80033**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	 **720-257-3227** **ljmillican@hotmail.com** **E-MAIL**

To:	**David, Hicks & Lampert Brokerage LLC** **5750 DTC Parkway #200** **Greenwood Village CO 80111**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Allen Lampert** **303-694-6082** **allen.lampert@dhlb.com** **E-MAIL**

To:	**First American Title Insurance Company National Commercial Services** **1125 17th Street, Suite 500** **Denver, CO 80202**	**ATTN:** **PHONE:** **MOBILE:**	**Beverly M. Carlson** **(303)876-1138** **(720)775-8892**

FAX: **(877)235-9185**
E-MAIL: **bevcarlson@firstam.com**
DELIVERY: **E-MAIL**

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

1. Effective Date: July 20, 2016 at 5:00 p.m.

   a. ALTA Owner's Policy (06-17-06)

      Proposed Insured:
      OEO, LLC, a Colorado limited liability company

   b. ALTA Loan Policy (06-17-06) $0.00

      Proposed Insured:
      None

2. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

   The Millican Revocable Living Trust

4. The Land referred to in this Commitment is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

   For informational purposes only: 1132 North 119th Street,
   Lafayette, Colorado

EXHIBIT A

Commitment No.: NCS-766885-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

The Northwest one-quarter of the Southeast one-quarter (NW¼SE¼) and the Northeast one-quarter of the Southwest one-quarter (NE¼SW¼) and the South one-half of the North one-half of the Northwest one-quarter of the Southwest one-quarter (S½N½NW¼SW¼) of Section 36, Township 1 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado.

For informational purposes only: APN: 146536000045

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Payment of all taxes and assessments now due and payable.

4. Recordation of a Special Warranty Deed satisfactory to the Company, from The Millican Revocable Living Trust, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.

5. Receipt by the Company of the following documentation for The Millican Revocable Living Trust (NOTE: The Company reserves the right to make additional requirements upon the receipt and review of this agreement):

   Trust Agreement, and all amendments thereto, if any.

6. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by the Trustee(s) of The Millican Revocable Living Trust.

7. This item has been intentionally deleted.

8. This item has been intentionally deleted.

9. Evidence satisfactory to the Company of the termination of the current farm lease on the property.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

   NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 1 through 3 will be deleted.

4. Any lien, or right to a lien, for services, labor or material furnished at the request of the insured, imposed by law and not shown in the Public Records.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

   NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.

7. Oil and Gas Lease recorded December 10, 1981 at Reception No. 475619, and any and all assignments thereof or interests therein.

8. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. 2112330 and Reception No. 2112331.

9. This item has been intentionally deleted.

10. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. 2890878.

11. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.

12. Existing leases and tenancies.

    Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 12, above, will be deleted

13. Rights of way for North 119th Street, being the westerly 30 feet of the S1/2 N1/2 NE1/4 SE1/4 of Section 36, Township 1 North, Range 69 West.

14. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised _____, prepared by KT Engineering, as Job Number [unknown]:
    a) dirt access road through a portion of the property;
    b) apparent wetlands in the southeast corner of the property;
    c) barbed wire fence not located on property line along the westerly property line of the Southeast quarter of the Southwest quarter;
    d) irrigation ditch along the westerly portion of the Southeast quarter of the Southwest quarter.

15. Right of way of the BNSF Railway as described in instrument recorded in Book 149 at Page 267.

<u>The Following Matter Included for Informational Purposes:</u>

16. Notice of General Description of Area Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 00768891.

EXHIBIT B
Statement of Charges

ALTA Std.Owner Policy	$3,454.00
Tax Certification	$tbd

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D. The Company must receive payment of the appropriate premium.

E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S, 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FILM 1190

Recorded 10:21 A.M. On DEC 10 1981

475619

Reception No. ..... Charlotte Houston, Boulder County Recorder

3-1

Form 88 (Producers)
Rev. 1975

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of November, 19 81

by and between Crane Homes, Inc.
12157 West Cedar Drive
Lakewood, Colorado 80228

Party of the first part, hereinafter called lessor (whether one or more) and

MARTIN EXPLORATION MANAGEMENT CORP., PO Box 298 Blue Island, Illinois 60406 Party of the second part, hereinafter called lessee

WITNESSETH,

That lessor, for and in consideration of a rental of **ten and more** Dollars ($ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by lessee, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto lessee for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Boulder County, Colorado, to-wit:

Township 1 North, Range 69 West, 6th P.M.
Section 36: The NW/4 SE/4, NE/4 SW/4, and S/2 N/2 NW/4 SW/4

EXHIBIT "A" attached hereto and made a part hereof incorporates additional terms, provisions and conditions to this Oil and Gas Lease.

and containing 90.0 acres, more or less.

It is agreed that this lease shall remain in force for a term of 18 mos. from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns:

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal 20% part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such 20% royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. The lessee shall pay lessor, as royalty, 20% of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay a sum equal to $4,500.00 as royalty, ~~[illegible]~~ The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

Third. To pay lessor 20% of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

Lessee has paid rental hereunder to and including the 10th day of May, 19 83. If operations for the drilling of a well for oil and gas are not commenced on said land on or before the last mentioned date, this lease shall terminate as to both parties; provided, however, that the term of this lease may be extended for one year only from the last mentioned date in the event that a gas well shut in for lack of a market is drilled on the leased premises, by payment of the shut-in gas royalty specified above to Lessor.

~~[illegible]~~

Should any well drilled on the land above described ~~[illegible]~~ cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event ~~[illegible]~~ this lease shall terminate as to both parties, ~~[illegible]~~

If, prior to the discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or land pooled therewith lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within sixty (60) days thereafter, and if production results, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for all damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease, and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 320 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

~~[illegible]~~ tions hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time release this lease as to part or all of the lands above described after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. ~~[illegible]~~

Lessor ~~[illegible]~~ agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

(SEAL)

Attest: Kenneth E. Bender (SEAL)

(SEAL)

Asst. Secretary

CRANE HOMES, INC., a Delaware corporation (SEAL)

(SEAL)

By: J. Warren Blanton (SEAL)

President

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

3-2

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and.....

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and.....

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires..... .....
Notary Public.

State of Colorado
County of Jefferson } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 18th day of December, A. D. 19 81, before me personally appeared J. Warren Clinton, Exec. Vice President, to me personally known, who, being by me duly sworn, did say that he is the Exec V.P. of Crane Homes, Inc., a Delaware corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. Warren Clinton acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of December, A. D. 19 81

(SEAL) NOTARY PUBLIC STATE OF COLORADO

Barbara L. Sutton
12157 W. Cedar Dr.
Lakewood, CO 80228
Notary Public.

My Commission expires 5/5/85

No.....

FROM

TO

Dated....., 19....

No. Acres..... County.....

Term.....

This instrument was filed for record on the..... day of.....19....., at ..... o'clock.....M., and duly recorded in Volume..... Page..... of the records of this office.

..... County Clerk.

By..... Deputy.

When recorded return to

3-3

EXHIBIT "A"

(Attached to and made a part of an Oil and Gas Lease dated November 10, 1981 from Crane Homes, Inc. to Martin Exploration Management Corp.)

1. Notwithstanding any terms, provisions or conditions to the contrary in the oil and gas lease to which this Exhibit "A" is attached, Lessee shall not conduct any operations of any kind whatsoever upon the surface, above the surface, or within a depth of 50 feet from the surface of the leased premises without the prior written consent of Lessor, which consent may be withheld or granted upon such terms and conditions as Lessor in its sole judgment deems proper.

2. Lessee shall not assign all or any portion of Lessee's interest under this Oil and Gas Lease without the prior written consent of Lessor. If the estate of either Lessor or Lessee is assigned, the covenants hereof shall extend to their successors or assigns.

11-1

#00768891 06/25/86 10:07 AM REAL ESTATE RECORDS
F1415 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

NOTICE OF GENERAL DESCRIPTION
OF AREA SERVED BY
PANHANDLE EASTERN PIPE LINE COMPANY
CONCERNING UNDERGROUND FACILITIES PURSUANT TO
C.R.S SEC. 9-1.5-103 (1) (1981)

Pursuant to C.R.S SEC. 9-1.5-103 (1) (1981), Panhandle Eastern Pipe Line Company hereby gives notice of the following information:

1. Panhandle Eastern Pipe Line Company owns and maintains underground facilities within the County of Boulder, State of Colorado, for the purposes of transmission and gathering of natural gas.

2. The general description of the area served by Panhandle Eastern Pipe Line Company within the County of Boulder, and State of Colorado is as follows, to wit:

(See attached or accompanying system map and list of sections, townships, and ranges.)

33

3. Notice is given that Panhandle Eastern Pipe Line Company may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of Panhandle Eastern Pipe Line Company within the County of Boulder, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: A. A. Smith

Job Title: Area Superintendent

Address: 635 N. 7th, P.O. Box 127
Brighton, CO. 80601

Telephone: (303) 659-5922

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Panhandle Eastern Pipe Line Company.

SIGNED AND SEALED this 23rd day of June, 1986.

PANHANDLE EASTERN PIPE LINE COMPANY

BY: Sharon J. Prater
Senior Right-of-Way Representative

11-2

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 23rd day of June, 1986, by Sharon J. Prater, Panhandle Eastern Pipe Line Company.

WITNESS my hand and official seal.

DENNIS C. HARRIS NOTARY PUBLIC STATE OF COLORADO

Dennis C. Harris
Notary Public

My Commission expires: April 24, 1988

Address: 635 N. 7th. Ave.
Brighton, CO. 80601

1019R/pgl/gw

BOULDER COUNTY

Panhandle Eastern Pipe Line Company has buried natural gas pipelines in the following locations:

TOWNSHIP	RANGE	SECTIONS
1S	69W	1,2
1N	69W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 16,17,18,19,20,21,22,23,24,25,26,27 28,30,33,35,36
2N	69W	1,13,24,25,26,33,35,36
3N	69W	12,26,36
2N	70W	36

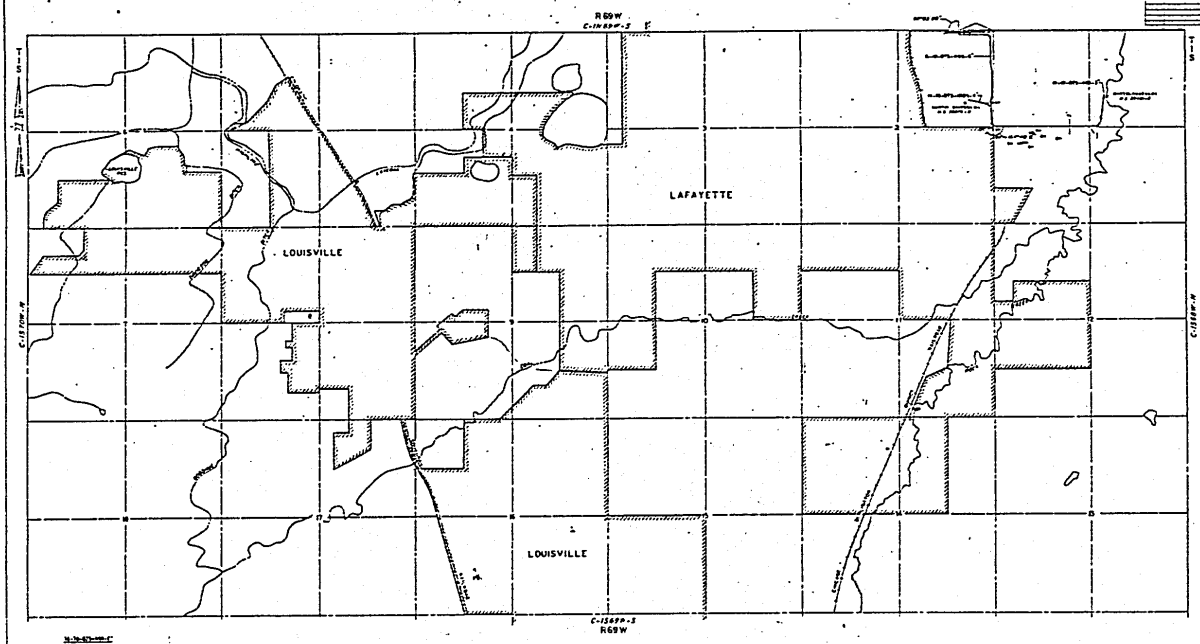
1019R/pg2/gw

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-4



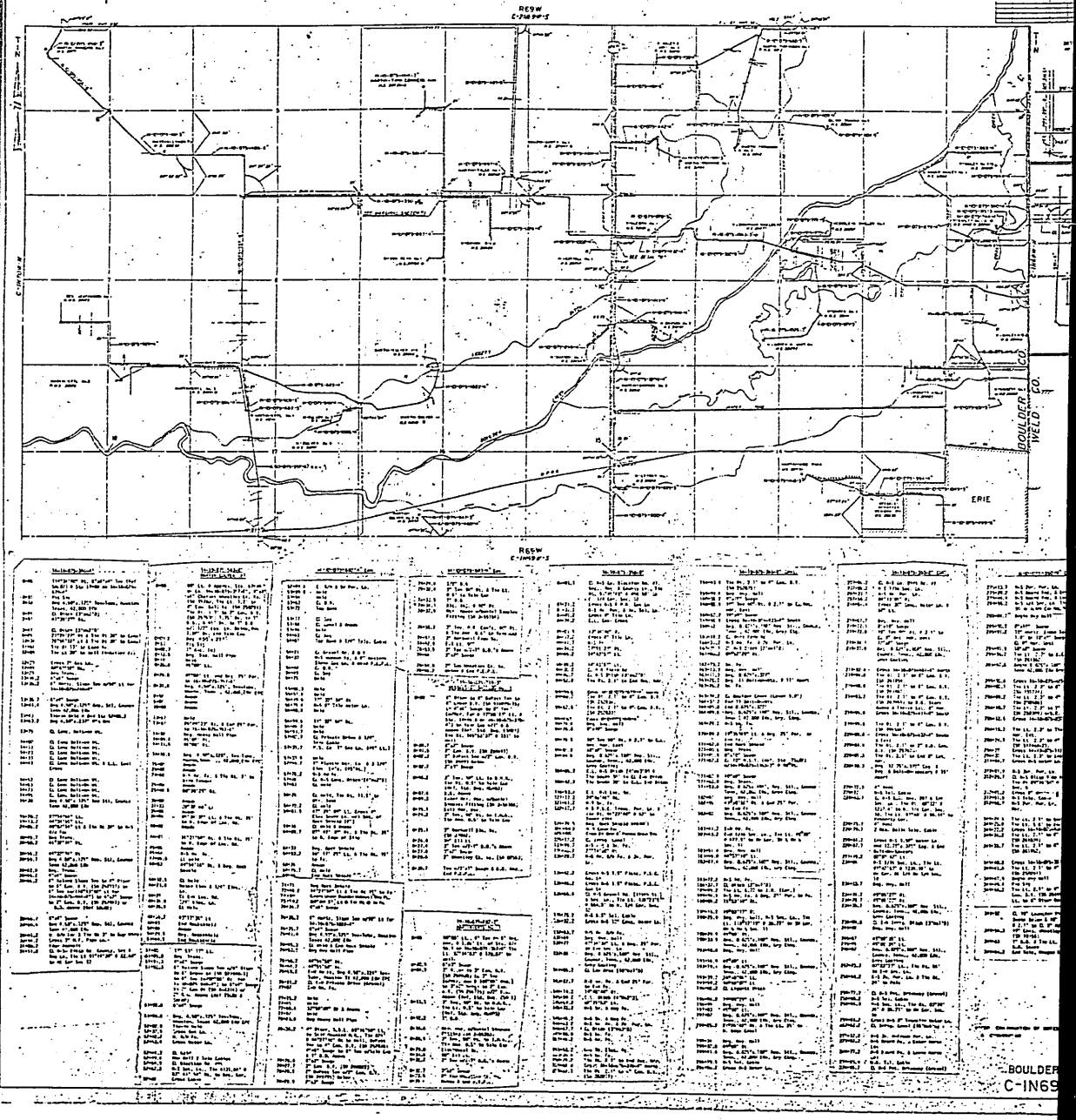
BOULDER
C-IS69

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=600'

11-5

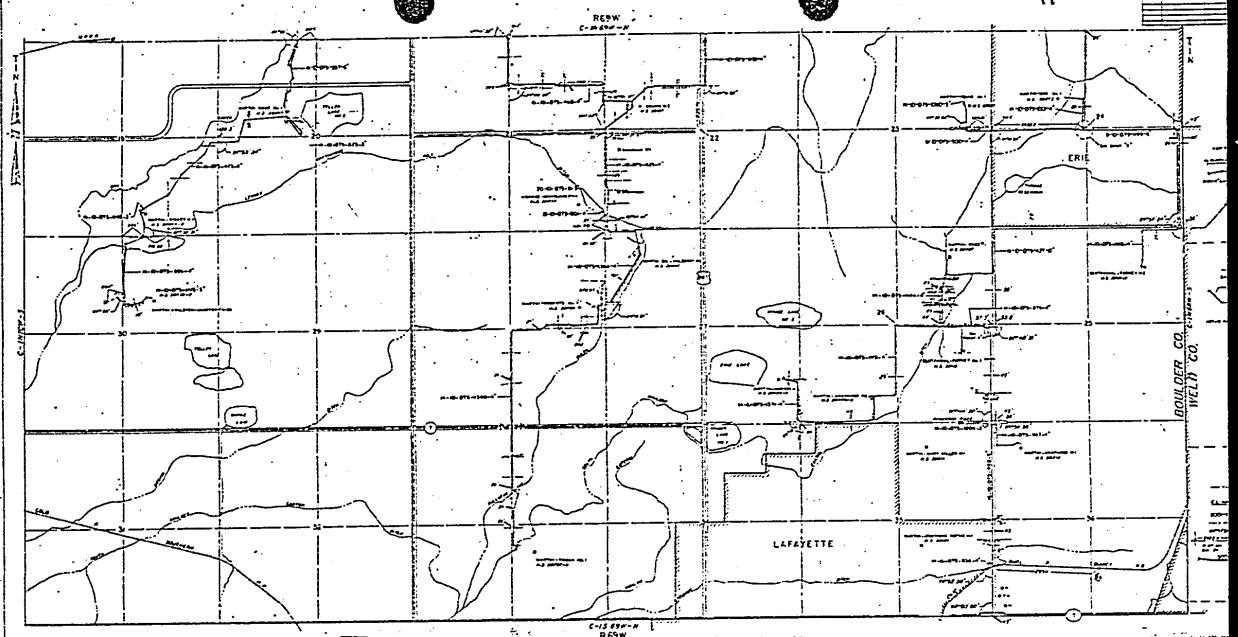


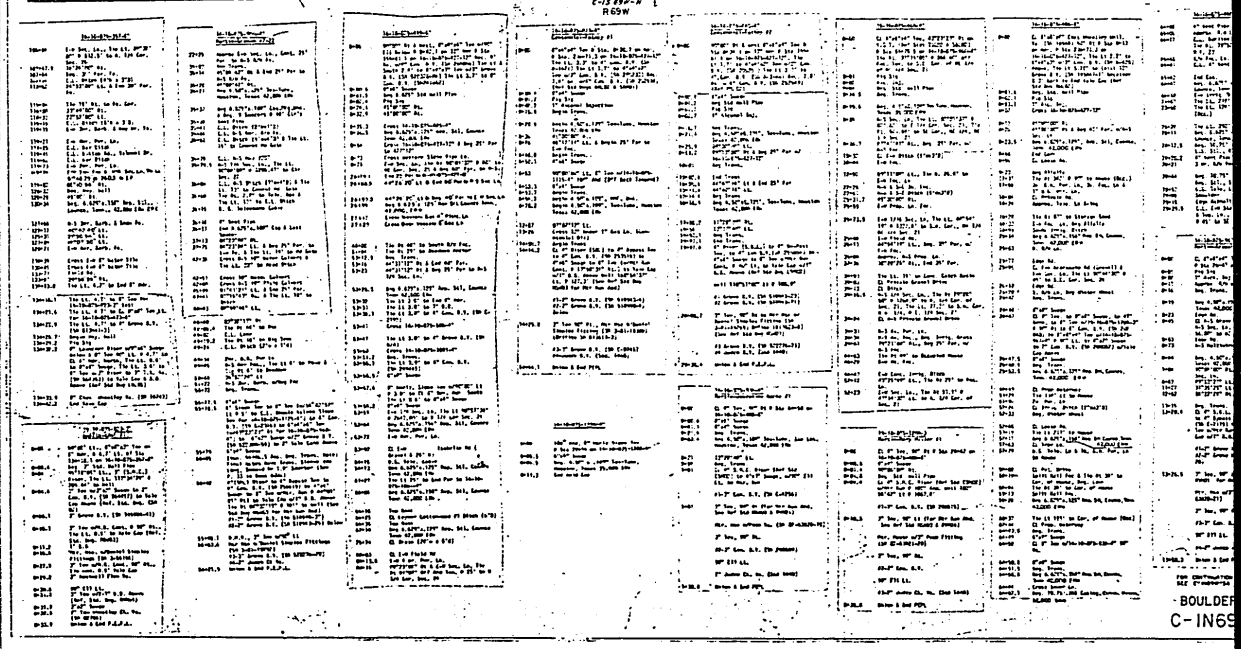
PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-6



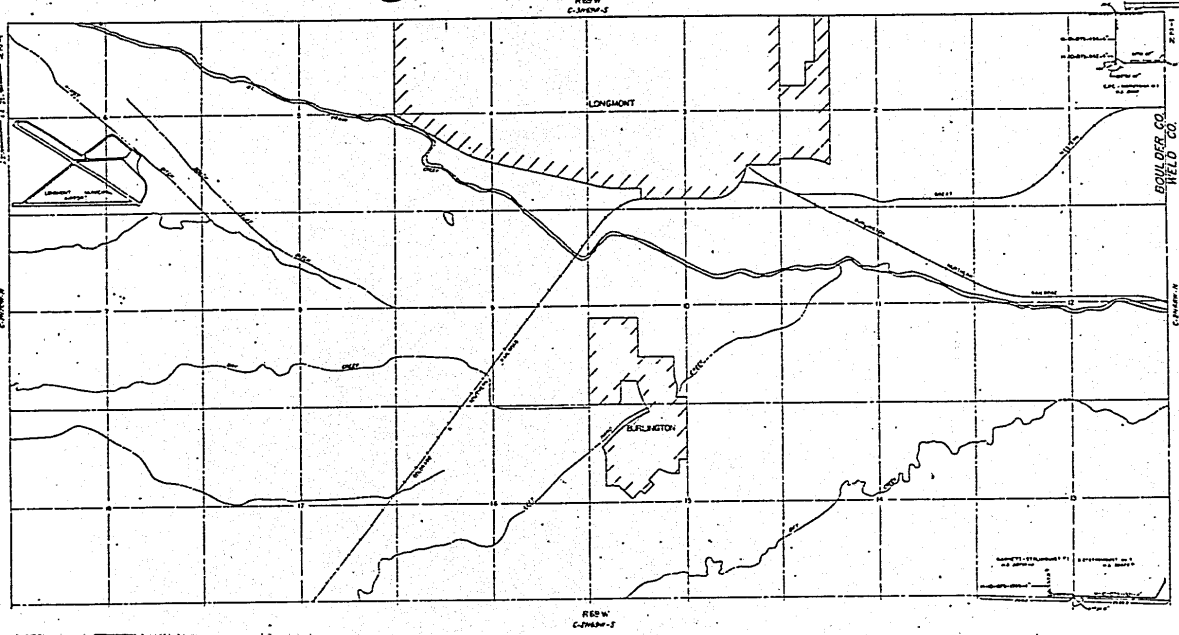


PANHANDLE-EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-7



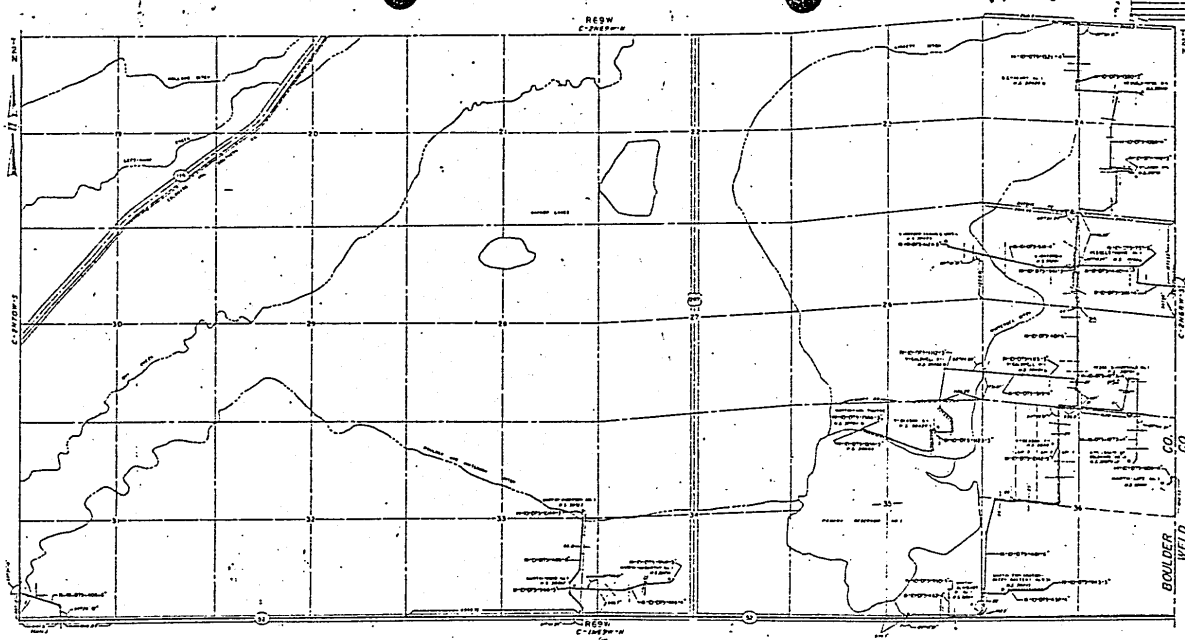
BOULDE

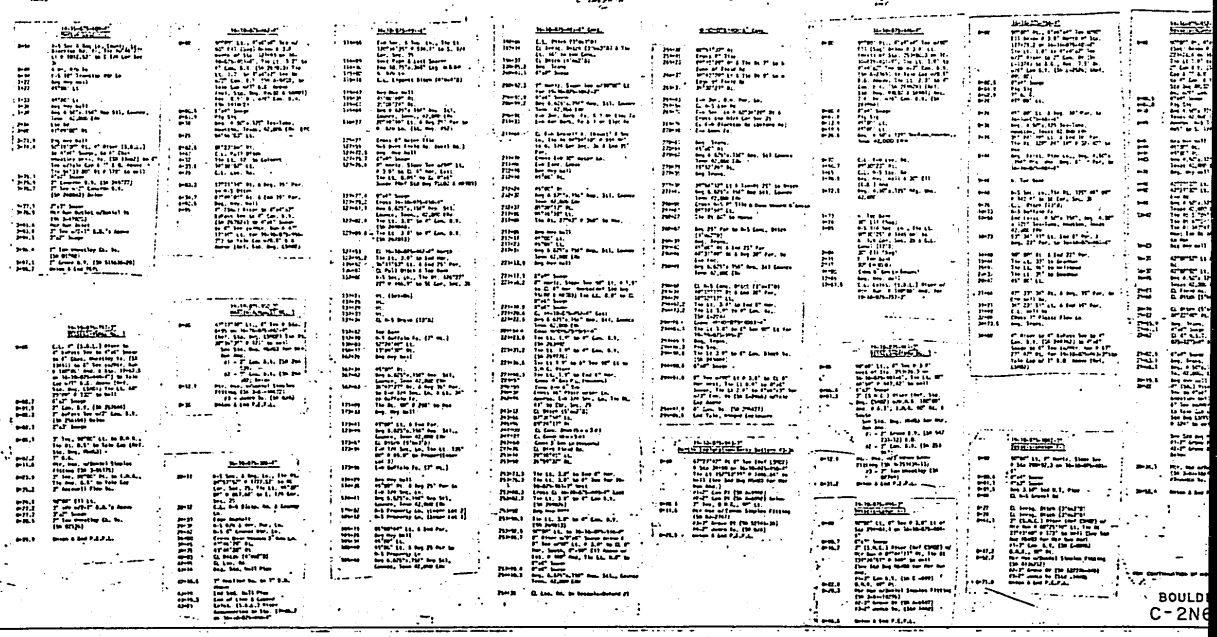
C-2N6

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

11-8





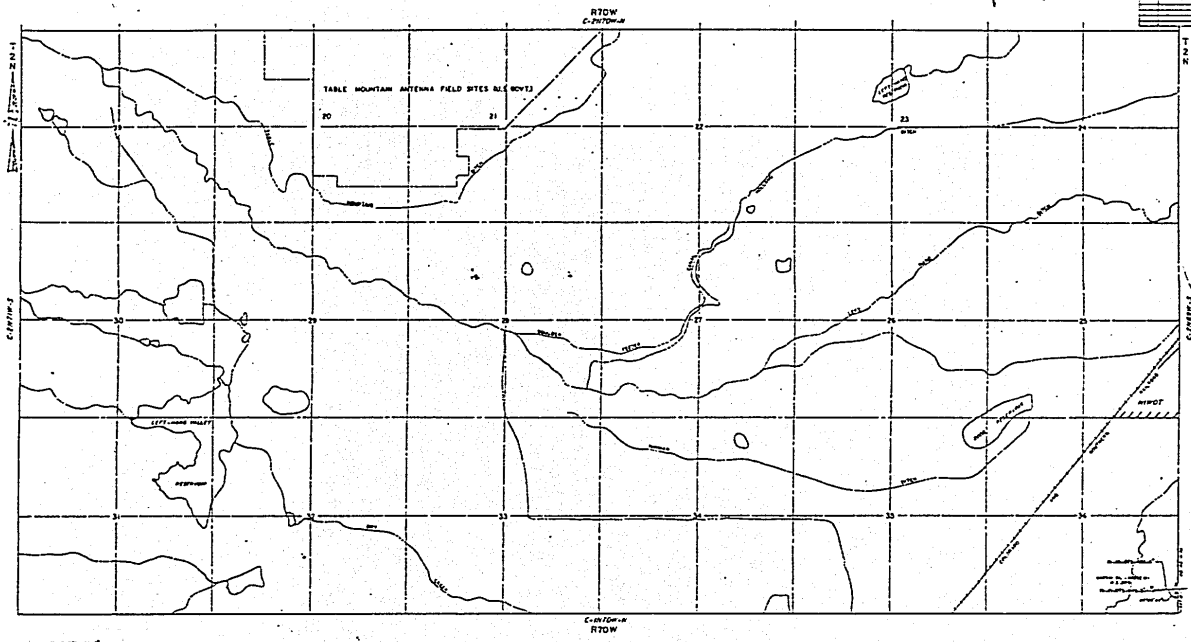
BOULDE

C-2N6

PANHANDLE EASTERN PIPE LINE COMPANY

SCALE 1"=1000'

11-9



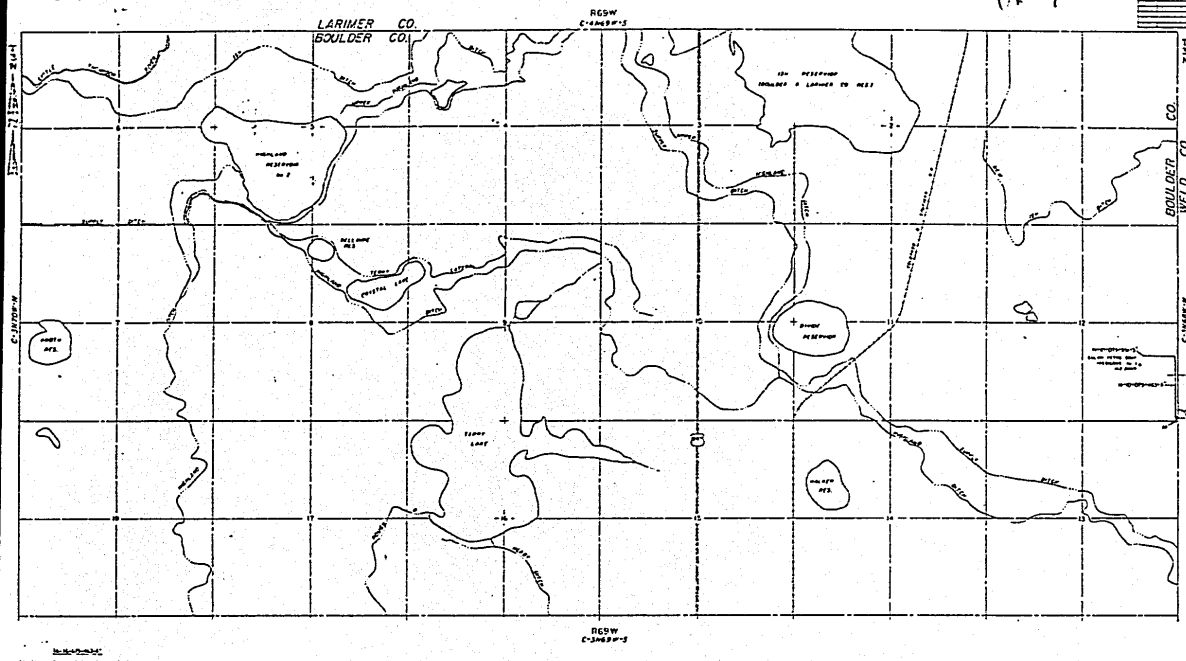
BOULDER
C-2N70W

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-10



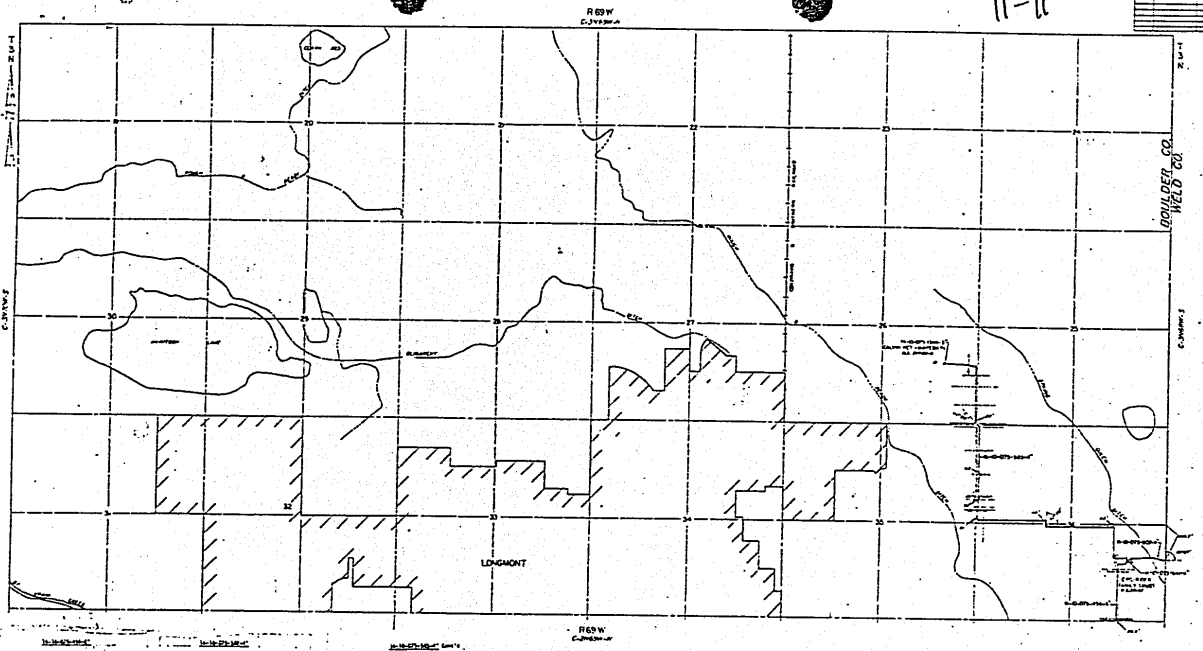
BOULDER
C-3N69

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-11



R69W

BOULDE

C-3N6

2890878
Page: 1 of 3
10/23/2007 01:26P
Boulder County Clerk, CO RFN R 16.00 D 0.00

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT

Noble Energy, Inc., Noble Energy Production, Inc., SOCO Wattenberg Corporation, United States Exploration, Inc. (collectively referred to as "Noble") are Mineral Estate Owners (CRS 24-65.5-102(5)) underlying the following described lands located in Boulder County, CO (the "Subject Lands"):

See Attached Exhibit A for Legal Description

Pursuant to C.R.S. 24-65.5-103(3), Noble hereby requests written notification of any and all Applications for development (C.R.S. 24-65.5-102(2)), all initial public hearings by local government on any Application for development, and all other proposed surface development activities on the Subject Lands in accordance with the terms of C.R.S. 24-65.5. Such notices should be sent to the following address:

Noble Energy, Inc.
Attn: Wattenberg Land Department
1625 Broadway, Suite 2000
Denver, CO 80202

Executed this 3rd day of October, 2007

NOBLE ENERGY, INC.
NOBLE ENERGY PRODUCTION, INC.
SOCO WATTENBERG CORPORATION
UNITED STATES EXPLORATION, INC.

By: _____
P. David Padgett
Manager of Lands, D.J. Basin

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of October, 2007, by P. David Padgett, Manager of Lands, D.J. Basin for Noble Energy, Inc., a Delaware corporation, Noble Energy Production, Inc., a Delaware corporation, SOCO Wattenberg Corporation, a Delaware Corporation and United States Exploration, Inc. on behalf of said corporations.

Witness my hand and official seal. _____
Notary Public

KATHRYN PORTUS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 2/9/2009

Rob

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	2	W/2
BOULDER	1N	69W	2	SE
BOULDER	1N	69W	3	ALL
BOULDER	1N	69W	4	E/2
BOULDER	1N	69W	4	NW
BOULDER	1N	69W	6	E/2
BOULDER	1N	69W	6	NW
BOULDER	1N	69W	8	ALL
BOULDER	1N	69W	9	W/2
BOULDER	1N	69W	9	SE
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	13	W/2
BOULDER	1N	69W	14	NW
BOULDER	1N	69W	14	SE
BOULDER	1N	69W	15	ALL
BOULDER	1N	69W	16	ALL
BOULDER	1N	69W	17	E/2
BOULDER	1N	69W	17	NW
BOULDER	1N	69W	18	N/2
BOULDER	1N	69W	19	S/2
BOULDER	1N	69W	20	N/2
BOULDER	1N	69W	21	W/2
BOULDER	1N	69W	21	NE
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	E/2
BOULDER	1N	69W	23	SW
BOULDER	1N	69W	24	NW
BOULDER	1N	69W	25	SE
BOULDER	1N	69W	26	W/2
BOULDER	1N	69W	26	NE
BOULDER	1N	69W	27	E/2
BOULDER	1N	69W	27	NW
BOULDER	1N	69W	28	E/2
BOULDER	1N	69W	28	NW
BOULDER	1N	69W	29	SW
BOULDER	1N	69W	30	N/2
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	35	E/2
BOULDER	1N	69W	36	ALL
BOULDER	1S	69W	1	ALL
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	11	SW
BOULDER	1S	69W	12	ALL
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	ALL
BOULDER	1S	69W	15	E/2
BOULDER	1S	69W	15	NW

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1S	69W	20	SE
BOULDER	1S	69W	21	ALL
BOULDER	1S	69W	22	E/2
BOULDER	1S	69W	22	SW
BOULDER	1S	69W	23	E/2
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	E/2
BOULDER	1S	69W	29	NE
BOULDER	2N	69W	13	W/2
BOULDER	2N	69W	13	SE
BOULDER	2N	69W	14	E/2
BOULDER	2N	69W	14	NW
BOULDER	2N	69W	24	E/2
BOULDER	2N	69W	24	SW
BOULDER	2N	69W	25	SW
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	33	E/2
BOULDER	2N	69W	33	NW
BOULDER	2N	69W	34	S/2
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	E/2
BOULDER	2N	69W	36	SW
BOULDER	3N	69W	12	SE
BOULDER	3N	69W	36	S/2

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Page: 1 of 2
12/21/2007 11:49A
Boulder County Clerk, CO RFN R 11.00 D 0.00

REQUEST FOR NOTIFICATION (Mineral Estate Owner)

Pursuant to C.R.S. Section 24-65.5-101, et seq., as amended, (hereinafter referred to as the "Statute") this Request for Notification shall serve to identify the undersigned, Kerr-McGee Oil & Gas Onshore LP, its successors and assigns, (hereinafter referred to as "Kerr-McGee") as a Mineral Estate Owner, underlying the lands (Surface Estate) described on the attached Exhibit A.

Pursuant to the provisions of the Statute, an Applicant who submits an Application for Development to a local government shall send notice thereof to the Mineral Estate Owner. Such notice must comply with and be sent in accordance with the provisions of the Statute.

All notices shall be sent to:

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, #1500
Denver, CO 80202
Attn: Land Manager/Wattenberg

or such other address as Kerr-McGee may indicate by filing of record with the clerk a notification of change of address form or an amendment to the request for notification.

Failure by the Applicant to comply with the Statute shall entitle the Mineral Estate Owner to the damages and remedies, both legal and equitable, as provided for in the Statute, or otherwise permitted by the law, including an award of reasonable attorney fees.

All terms used herein, including but not limited to Mineral Estate Owner, Applicant, and Application for Development shall have the meaning provided for in the statute.

Kerr-McGee Oil & Gas Onshore LP

By: _____
Joseph H. Lorenzo, Attorney-in-Fact

STATE OF COLORADO)
CITY AND
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29 day of Nov 2007, by Joseph H. Lorenzo, attorney-in-fact of **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership, on behalf of the partnership.

Witness my hand and official seal.

JUDY L. LUNA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/19/2011

Signature _____

Judy L. Luna
Name (Print)
My commission expires

ROB

Attached to and made a part of that certain
REQUEST FOR NOTIFICATION (Mineral Estate Owner)

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	1	ALL
BOULDER	1N	69W	4	W/2, SE
BOULDER	1N	69W	6	ALL
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	12	ALL
BOULDER	1N	69W	13	NW, S/2
BOULDER	1N	69W	14	ALL
BOULDER	1N	69W	15	SE
BOULDER	1N	69W	21	ALL
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	ALL
BOULDER	1N	69W	24	W/2
BOULDER	1N	69W	25	W/2, NE
BOULDER	1N	69W	26	N/2, SW
BOULDER	1N	69W	27	E/2, NW
BOULDER	1N	69W	28	N/2, SW
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	34	NW, S/2
BOULDER	1N	69W	36	ALL
BOULDER	2N	69W	12	S/2
BOULDER	2N	69W	13	NW, S/2
BOULDER	2N	69W	14	ALL
BOULDER	2N	69W	17	S/2
BOULDER	2N	69W	22	E/2
BOULDER	2N	69W	24	NE
BOULDER	2N	69W	26	NW, S/2
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	34	ALL
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	NE, S/2
BOULDER	2N	70W	36	S/2
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	10	S/2
BOULDER	1S	69W	11	S/2
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	E/2, NW
BOULDER	1S	69W	15	N/2, SE
BOULDER	1S	69W	21	N/2
BOULDER	1S	69W	23	N/2, SE
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	NE

15157 Deed
James Cannon Jr.
To
The Denver, Utah and Pacific Railroad Co.
Filed for record Jany. 4th A. D. 1892 at 8 20 a. m.
James Lowie
Recorder

This Indenture, made this 4th day of September in the year of our Lord, Eighteen hundred and ninety-one, by and between James Cannon Jr., of Denver, Colorado, party of the first part, and the Denver, Utah and Pacific Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Colorado, party of the second part,

Witnesseth:-

That the said party of the first part, for and in consideration of the sum of Eight thousand one hundred and sixty dollars ($8160.00), and other valuable considerations to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, forever, all the following described lot or parcel of land, lying and being in the County of Boulder and State of Colorado, together with all tracks and other property in use thereon or affixed thereto, except the tracks operated by the Union Pacific, Denver and Gulf Railway Company, hereinafter referred to, to wit: a right of way for a railroad over a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of the center line of the track as now constructed from the line of said The Denver, Utah and Pacific Railroad Company, to the mine known as the Excelsior Mine; and running through the south half section thirty-six (36), township one (1) north, of Range sixty-nine (69) west and the south-east quarter of section thirty-first (31), township one (1) north of range sixty-nine (69) west, subject to the right of the Union Pacific, Denver and Gulf Railway Company to operate its locomotives and cars over the track as now constructed by it, upon certain portions of the strip hereby conveyed, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said James Cannon Jr., party of the first part, for himself, his heirs, executors and administrators, does covenant, grant bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of said premises above conveyed, in fee of good, sure, perfect absolute and indefeasible estate of inheritance, in law and fee simple,

90267-1861

149/268

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 and nature soever; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year above written. The words "a right of way for a railroad over" in the 5th line inserted before signing.

Form approved
J. N. Burrow atty.

James Bonnor Jr. (Seal)

State of Colorado }ss
County of Boulder }

I, Lucius W. Hoyt, a Notary Public in and for said County in the State aforesaid, do hereby certify that James Bonnor Jr. personally known to me to be the person whose name is subscribed to the annexed Indenture, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 21st day of November A. D. 1891.

Lucius W. Hoyt
Notary Public

Lucius W. Hoyt Notary Public Boulder County

My commission expires July 29, 1895

159.00
Affidavit of Labor
by
John Pugh
Filed for Record Jan. 7 A. D. 1891 at 3 P.M.
James Crowe, Recorder
By J. C. Moorhead Deputy

State of Colorado }ss
County of Boulder }

The Hermit Chief Lode Mining Claim, The Gold King Lode Mining Claim, The Matchless Lode Mining Claim and The May Flower Lode Mining Claim.

Before me the subscriber, personally appeared John Pugh who, being duly sworn, saith that at least one hundred dollars worth of work and improvements were performed or made upon each of the following lodes to wit; The May Flower Lode; The Matchless Lode; The Gold King Lode and the Hermit Chief Lode; all situate in Central Mining District, County of Boulder and State of Colorado, between the 1st day of January, A. D. 1891, and the 31st day of December, A. D. 1891.

Such expenditures were made at the expense of John Pugh one of the owners of said claims, for the purpose of complying with the laws for holding said claims.

John Pugh

Subscribed and sworn to before me this 7th day of January, A. D. 1892
My Notarial commission Expires Dec. 11 1894

H. E. Rowland Notary Public

H. E. Rowland Notary Public Boulder County

Boulder - 14

First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
Phone: **(303)876-1112** Fax:**(877)235-9185**

DATE: August 01, 2016
FILE NUMBER: NCS-773939-CO
PROPERTY ADDRESS: 12329 Baseline Road, CO
OWNER/BUYER: Linn S. McDonald/OEO, LLC
YOUR REFERENCE NUMBER: 12329 Baseline Road
ASSESSOR PARCEL NUMBER: 146536000028

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:
Transmittal:
Revision No.:
Schedule A:
Schedule B - Section 1 Requirements:
Schedule B - Section 2 Exceptions:

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

TO:	**First American Title Insurance Company National Commercial Services**	**TITLE OFFICER:**	**Shari Jacobs**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, CO 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sjacobs@firstam.com**
		DELIVERY:	**E-MAIL**

TO:	**First American Title Insurance Company National Commercial Services**	**ESCROW OFFICER:**	**Sonya Bailey**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, Colorado 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sonyabailey@firstam.com**
		DELIVERY:	**E-MAIL**

To:	**E5X Management**	**ATTN:**	**Matt Janke**
	7353 South Alton Way	**PHONE:**	**(303)770-9111**
	Centennial, CO 80112	**MOBILE:**	**(303)994-5357**
		FAX:	
		E-MAIL:	**mjanke@E5XManagement.com**
		DELIVERY:	**E-MAIL**

To:	**Beverly M. Carlson**	**ATTN:**	**First American Title Insurance Company National Commercial Services**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1138**
	Denver, CO 80202	**MOBILE:**	**(720)775-8892**
		FAX:	**(877)235-9185**
		E-MAIL:	**bevcarlson@firstam.com**
		DELIVERY:	**E-MAIL**

To:	**OEO, LLC**	**ATTN:**	**Chris Elliott**
	7353 South Alton Way, Suite A-100	**PHONE:**	
	Englewood, CO 80112	**MOBILE:**	
		FAX:	**(303)425-3004**
		E-MAIL:	
		DELIVERY:	**FAX**

To:	**Davis & Ceriani, P.C.**	**ATTN:**	**Edward R. Gorab**
	1350 17th Street, Suite 400	**PHONE:**	
	Denver, CO 80202	**MOBILE:**	
		FAX:	**(303)534-4618**
		E-MAIL:	
		DELIVERY:	**FAX**

To:		**ATTN:**	**Linn S. McDonald**
	4174 Via Padova	**PHONE:**	
	Claremont, CA 91711	**MOBILE:**	
		FAX:	
		E-MAIL:	
		DELIVERY:	**E-MAIL**

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

1. Effective Date: July 20, 2016 at 5:00 p.m.

   a. ALTA Owner's Policy (06-17-06)

      Proposed Insured:
      OEO, LLC, a Colorado limited liability company

   b. ALTA Loan Policy (06-17-06) $0.00

      Proposed Insured:
      None

2. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

   Linn S. McDonald

4. The Land referred to in this Commitment is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

   For informational purposes only: 12329 Baseline Road

EXHIBIT A

Commitment No.: NCS-773939-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

That part of the South ½ of the Southeast ¼ (S½ SE¼) of Section 36, Township 1 North, Range 69 West of the 6th P.M. Described as follows: Beginning at a point on the West line of the SE¼ of said Section 36 from which the Southwest corner of the SE ¼ of said Section 36 bears S 0° 11' E, a distance of 75.0 feet, the true point of beginning; thence N 89° 48' E along the North right of way line of St. Highway No. 7, a distance of 850.33 feet; thence N 26° 59' E, a distance of 1320 feet; thence N 89° 48' E, a distance of 371 feet to a point in the westerly right of way of Boulder County Road No. 901; thence northeasterly along the westerly line of said road to North line of S½ SE¼ of Section 36, thence S 89° 44' W along said North line of S½ SE¼ of Section 36, a distance of 1864.18 feet, to the NW corner of S½ SE¼ of Section 36; thence S 0° 11' E, along the West line of S½ SE¼ of Section 36, a distance of 1242.80 feet to the true point of beginning.

LESS AND EXCEPT any portion thereof conveyed to The Denver, Utah and Pacific Railroad Co. by instruments recorded June 4, 1890 in Book 113 at Page 407, January 4, 1892 in Book 149 at Page 267, May 3, 1892 in Book 149 at Page 470 and January 23, 1896 in Book 176 at Page 454.

For informational purposes only: APN: 146536000028

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Payment of all taxes and assessments now due and payable.

4. Recordation of a Special Warranty Deed satisfactory to the Company, from Linn S. McDonald, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.

5. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Linn S. McDonald.

6. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

7. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded June 21, 1979 at Reception No. 344081.

8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded June 21, 1979 at Reception No. 344082.

9. Oil and Gas Lease recorded December 12, 1983 at Reception No. 592569, and any and all assignments thereof or interests therein.

10. Notice of General Description of Area Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 00768891.

11. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. 2112331.

12. Request for Notification of Surface Development recorded October 10, 2007 at Reception No. 2890878.

13. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.

14. Right of way for a railroad and incidental purposes as disclosed by Boulder County Parcel Map 1465360.

15. Existing leases and tenancies.

EXHIBIT B
Statement of Charges

ALTA Extended Owner Policy	$
Tax Certification	$

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D. The Company must receive payment of the appropriate premium.

E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S, 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FILM 1068

EASEMENT

The undersigned Owner(s) and/or Grantor(s) hereby acknowledge(s) receipt from the CITY OF LAFAYETTE, COLORADO, a municipal corporation of the County of Boulder, State of Colorado, and hereinafter called "Grantee", of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, an easement, together with the right, privilege and authority to construct, reconstruct, operate and maintain its sewer transmission mains, lines and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission mains, lines and facilities in, over, through, along and across the following lots or parcels of land situate in the County of Boulder, State of Colorado, and more particularly described as follows, to-wit:

A 20-foot wide easement for sanitary sewer located in the South one-half of the Southeast one-quarter of Section 36, Township 1 North, Range 69 West of the Sixth Principal Meridian, County of Boulder, State of Colorado, situated 10 feet on each side of the following described centerline:

Commencing at the South one-quarter of said Section 36; thence North a distance of 75.00 feet to a point on the North Right-of-Way line of Baseline Road; thence on an angle to the right of 90°00'00" and along said North Right-of-Way line a distance of 850.33 feet to the Southeast corner of a parcel of land hereinafter known as the Powers parcel; thence Northeast along the East line of said Powers parcel and parallel to the West Right-of-Way line of East County Line Street a distance of 1226.15 feet to the True Point of Beginning; thence on an angle to the left of 113°43'09", a distance of 1328.65 feet to a point on the North-South centerline of Section 36, also being the point of terminus

An additional 30-foot wide temporary construction easement located on the South side of the above-described easement shall be granted during the period of construction of the sewer.

Together with the right of ingress and egress over said premises, to survey, construct, reconstruct, maintain, operate, control and use said mains, lines and facilities and to remove objects or structures therefrom, except the Grantee shall not interfere with any structures existing in any previously dedicated portion of the above-described easement. Grantee shall provide the following consideration for the referenced easement:

Grantee will protect from damage the natural spring outlet at the Northeast corner of the referenced property, and will replace the existing stock tank with one of equal size, and will provide at the Grantor's request one (1) single family residential sewer tap to be used for the referenced property only, for which the Grantee waives the tap fee.

344081

STATE OF COLORADO
COUNTY OF BOULDER
FILED & RECORDED
IN MY OFFICE ON
JUN 21 10 24 AM '79
CLERK AND RECORDER

By: Clement R Powers

By: Betty Lou Powers

STATE OF COLORADO)
ss,
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 30th day of May, 1979, by Clement R Powers and Betty Lou Powers, as Grantor.

Witness my hand and official seal.

Ralph C Mansfeldt
Notary Public

My Commission expires: My Commision Expires July 9, 1980

FILM 1068

EASEMENT

The undersigned Owner(s) and/or Grantor(s) hereby acknowledge(s) receipt from the CITY OF LAFAYETTE, COLORADO, a municipal corporation of the County of Boulder, State of Colorado, and hereinafter called "Grantee", of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, an easement, together with the right, privilege and authority to construct, reconstruct, operate and maintain its sewer transmission mains, lines and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission mains, lines and facilities in, over, through, along and across the following lots or parcels of land situate in the County of Boulder, State of Colorado, and more particularly described as follows, to-wit:

A 20-foot wide easement for sanitary sewer located in the South one-half of the Southeast one-quarter of Section 36, Township 1 North, Range 69 West of the Sixth Principal Meridian, County of Boulder, State of Colorado, situated 10 feet on each side of the following described centerline:

Commencing at the South one-quarter of said Section 36; thence North a distance of 75.00 feet to a point on the North Right-of-Way line of Baseline Road; thence on an angle to the right of 90°00'00" and along said North Right-of-Way line a distance of 850.33 feet to the Southeast corner of a parcel of land hereinafter known as the Powers parcel; thence Northeast along the East line of said Powers parcel and parallel to the West Right-of-Way line of East County Line Street a distance of 1226.15 feet to the True Point of Beginning; thence on an angle to the left of 113°43'09", a distance of 1328.65 feet to a point on the North-South centerline of Section 36, also being the point of terminus

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Together with the right of ingress and egress over said premises, to survey, construct, reconstruct, maintain, operate, control and use said mains, lines and facilities and to remove objects or structures therefrom, except the Grantee shall not interfere with any structures existing in any previously dedicated portion of the above-described easement. Grantee shall provide the following consideration for the referenced easement:

Grantee will protect from damage the natural spring outlet at the Northeast corner of the referenced property, and will replace the existing stock tank with one of equal size, and will provide at the Grantor's request one (1) single family residential sewer tap to be used for the referenced property only, for which the Grantee waives the tap fee.

344082

STATE OF COLORADO
COUNTY OF BOULDER
FILED FOR RECORD
IN MY OFFICE ON
JUN 21 10 25 AM '79
CLERK AND RECORDER

By: Clement R. Powers

By: Betty Lou Powers

STATE OF COLORADO)
COUNTY OF Boulder) ss,

The foregoing instrument was acknowledged before me this 30th day of May, 1979, by Clement R. Powers and Betty Lou Powers, as Grantor.
Witness my hand and official seal.

Ralph C. Mansfeldt
Notary Public

My Commission expires: My Commision Expires July 9, 1980

FILM 1282

PRODUCERS 88 (Rev. 1982)

592569

CHARLOTTE HOUSTON
CLERK & RECORDER

1983 DEC 12 AM 10: 34

COUNTY OF BOULDER
STATE OF COLORADO

OIL AND GAS LEASE

2-1

THIS LEASE is made and entered into this 17th day of April, 19 84,

by and between James O. Hickman, a married man dealing in his sole and separate property

whose mailing address is 967 Santa Helena Park Ct. Solana Beach, CA 90275,

(hereinafter referred to as "Lessor," whether one or more) and Martin Exploration Management Corporation, 1919 14th St. Suite 400, Boulder, CO 80302 (hereinafter referred to as "Lessee").

WITNESSETH:

1. That Lessor, for and in consideration of a rental of Ten Dollars ($10) and other good and valuable consideration, paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by Lessee, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto Lessee for the purpose of investigating, exploring, and prospecting by geophysical and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, casinghead gasoline, other hydrocarbons, and other minerals and gases produced therewith (hereinafter for brevity, unless otherwise required by the context, all being jointly and severally referred to as Oil and Gas), laying pipelines, building tanks, stations, power lines, telephone lines, and other structures thereon to explore for, produce, store, sell, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said lands or adjacent land, the following-described tract of land (hereinafter referred to as the "Land") in Boulder County, State of Colorado, to wit:

Township one North, Range Sixty-Nine West of the Sixth P.M.
Section 36: S½SE¼
Township One South, Range Sixty-Nine West of the Sixth P.M.
Section 12: W½NW¼, SE¼NW¼

and containing 200 gross acres, more or less.

2. It is agreed that this Lease shall remain in full force and effect for a term of TWO (2) years from the date hereof (the "primary term") and as long thereafter as Oil and Gas is produced from the Land or from lands with which the Land is pooled or combined therewith by Lessee or operations are being conducted on the Land or upon other lands combined or pooled by Lessee with the Land for the exploration for and/or production of the same.

In consideration of the premises, the parties further covenant and agree as follows:

3. Lessee shall pay Lessor for natural gas and/or oil sold at the well one-eighth (1/8) of the proceeds for the natural gas and/or oil sold; pay Lessor for natural gas and/or oil used off the premises by Lessee or used by Lessee in the manufacture of any products therefrom one-eighth of the market price at the well for the gas and/or oil so used. Where oil and/or gas from a well capable of or which could be made capable of producing gas is not sold or used for a period of one (1) year, Lessee shall pay or tender as royalty One Dollar ($1) per year per net royalty acre of the Land hereunder applicable to such well (such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of one (1) year from the date such well is shut-in or becomes capable of producing and thereafter on the anniversary date of this Lease during the period such well is shut-in or remains nonproducing) to the Lessor or to the Lessor's credit in the rental depository bank hereinafter designated. If such payment or tender is made, it will be considered that gas is being produced from the Land within the meaning of paragraph 2 above. The Lessee may suspend drilling operations on any natural gas well at any time during the drilling of said well after the penetration of any natural gas bearing formation with potential for commercial production when there is presently not a market for the natural gas and further drilling of said well, in the Lessee's reasonable judgment, will render the condition, pressure, quantity and/or any other aspect of the natural gas to be such as would prove to be detrimental to the marketability of natural gas from said wells. A well which is suspended and capped in this manner will be deemed capable of producing natural gas as that term is employed in this paragraph.

4. If activity for the drilling of any well is not commenced on the Land or other land pooled or combined therewith as hereinafter provided on or before the 17th day of April, 19 85, this Lease shall terminate as to both parties unless the Lessee shall, on or before that date, pay or tender to the Lessor or the Lessor's credit in the Torrey Pines Bank Bank at Solana Beach Calif 92075 or its successors, which shall continue as the depository regardless of changes in the ownership of the Land, the sum of $10.00 (Ten) per net acre of Land included hereunder which shall operate as a rental and cover the privilege of deferring the commencement of the drilling of a well for twelve (12) months from said date. In like manner, and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months 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 date. It is understood that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the Lessee's option of extending that period as aforesaid and any and all other rights herein conferred.

5. Lessee shall have the right to drill to completion with reasonable diligence and dispatch: (1) any well commenced within the primary term or any extended term of this Lease and (2) any well commenced within ninety (90) days of the completion of a well which has been commenced within either such term. If Oil and Gas shall be found in paying quantities in any such well, this Lease shall continue to be in force with like effect as if such well has been completed within the primary term or any extended term of this Lease. Lessee shall also have the right to drill to completion with reasonable diligence and dispatch any well which has been suspended and capped as referred to in paragraph 3 above at such time as natural gas can be marketed therefrom, and it is expressly agreed that the Lessee will act with reasonable diligence to market the natural gas in said suspended well.

6. Lessee is hereby granted the right and power to pool, unitize, or combine the Land (hereinafter commonly referred to as "pooling") covered by this Lease, or any portion thereof, with other land, lease, or leases in the vicinity thereof at any time, and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so. Such pooling shall be effected by Lessee's executing and filing, in the office where this Lease is recorded, an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled (including the commencement, drilling, completion, and operation of a well thereon) shall be considered and construed and shall have the same effect, except for the payment of royalty, as drilling, completion, production, development, and operation on the Land under the terms of this Lease, regardless of the formation or formations pooled or combined. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any such unit in the proportion, but only in the proportion, that Lessor's acreage interest in the Land covered hereby and placed in the unit bears to the total acreage in such unit.

7. If prior to discovery of Oil and Gas on the Land or on land pooled therewith Lessee drills a dry hole or holes thereon or if after discovery of Oil and Gas production thereafter should cease for any cause for a period of ninety (90) days, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of six (6) months from the date of completion of a dry hole or cessation of production; and in any such case, this Lease shall continue for so long thereafter as Oil and Gas is produced from the Land or from other lands pooled or combined with the Land or operations are being conducted for the exploration for or production of Oil and Gas on any such lands. If at the expiration of the primary term Oil and Gas is not being produced on the Land or on land pooled or combined therewith but Lessee is then engaged in drilling or reworking operations thereon, this Lease shall remain in effect so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation or more than six (6) months; and if they result in the production of Oil and Gas, this Lease shall remain in effect so long thereafter as such production continues.

8. If Lessor owns a lesser interest in the Land than the entire and undivided fee simple estate to the minerals therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

9. Lessee shall have the right to use, free of cost, gas, oil, and water produced on the Land for Lessee's operations thereon or on lands combined or pooled therewith, except water from Lessor's wells.

10. When requested by Lessor, prior to construction and installation, Lessee shall bury Lessee's pipelines below plow depth.

11. No well shall be drilled nearer than two hundred (200) feet to a house now on the Land without the written consent of Lessor.

12. Lessee shall pay for damages to growing crops on the Land and physical damage to Lessor's buildings, fences, cattle, or ditches caused by Lessee's operations, and Lessee shall not be responsible for any other damages to the Land or otherwise.

13. Lessee shall have the right at any time, whether before or after expiration of this Lease, to remove all machinery and fixtures placed on the Land, including the right to draw and remove casing.

14. In the event a well or wells producing oil or gas in paying quantities should be drilled on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

15. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee, in writing, of the facts relied upon as constituting a breach thereof; and Lessee, if in default, shall have a reasonable period of time after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The provisions of this paragraph shall be applicable to the payment by Lessee of shut-in gas royalty and rentals except to the extent that the time for the Lessee to cure any nonpayment thereof is otherwise stated herein.

2-2

16. If the interest of either party in this Lease is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the Land or assignments of rental or royalties shall be binding on the Lessee until after the Lessee has been furnished with certified copies of the written transfers of title from Lessor. In the event Lessee's interest in this Lease is assigned as to a part or as to parts of the Land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate or defeat or affect this Lease insofar as it covers a part or parts of the Land upon which the Lessee, or any assignee thereof, shall make due payment of said rental. If Lessee assigns all or a portion of its interest in this Lease, Lessee shall be relieved of all obligations hereunder with respect to that interest assigned. In the event of death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or, if there be none, then until the Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

17. Lessee may at any time execute and deliver to Lessor, or to the depository above named or place of record, a release or releases covering any portion or portions of the Land and thereby surrender this Lease as to such portion or portions and be relieved of all obligations as to the Land surrendered; and, thereafter, the rentals payable hereunder shall be reduced in the proportion that the Land is reduced by said release or releases.

18. Lessee may comply with all laws and regulations of any governmental body purporting to exercise taxing or other authority over the lands covered by this Lease or the person of the Lessor herein and, in so complying, Lessee shall not be responsible for determining the legality, validity, or constitutionality of any such law or regulation enacted or issued by any such governmental body. In determining the residence of Lessor for purposes of complying with such laws and regulations, Lessee may rely upon the address of the Lessor herein set forth or upon the last address furnished it by Lessor. Neither any error in determination of the residence or status of Lessor nor an error in payment of sums due or payable to Lessor under the terms of this Lease, which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations, shall terminate this Lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time, or from time to time, as compliance with any thereof is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations, or executive orders asserted as official by or under public authority claiming jurisdiction or Act of God, adverse field or weather conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee, and this Lease shall not be terminated in whole or in part nor Lessee held liable for damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary terms of this Lease, under the contingencies above stated, shall be added to the primary term of the Lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations; and if this Lease is extended beyond the primary term above stated by reason of any such suspension, Lessee shall pay an annual delay rental on the anniversary date hereof in the manner and in the amount above provided.

19. Notwithstanding the particular Land descriptions set forth herein, it nevertheless is the intention of the parties to include within this Lease, and Lessor does hereby also lease, not only the specified Oil and Gas Land described, but also all such minerals in any other lands now or hereafter owned or beneficially owned or claimed by Lessor in the same or adjoining sections described herein and shall include Lessor's interests in the Oil and Gas underlying lakes, streams, ditches, ponds, roads, highways, easements, and rights-of-way therein.

20. Lessor hereby warrants and agrees to defend, at its expense, the title to the Land herein described and agrees that the Lessee shall have the right, but shall not be obligated, to at any time redeem for Lessor (by payment or otherwise) any mortgages, taxes, or other liens on the Land and to defend the title of Lessor in any court in the event of default of payment or defense by Lessor and be subrogated to the rights of the holder of any such mortgages, taxes, or other liens and to recover all expenses reasonably incurred by it in such defense and to be repaid any such payment or its costs and expenses incurred in such defense or the value of any other performance made by it, with interest thereon at the rate of twelve percent (12%) per annum; and Lessee, in addition to any right to obtain repayment thereof, shall have the right to collect the same out of any royalties due Lessor hereunder. Lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all right of dower and homestead in the Land insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made as recited herein. Should Lessee incur expenses in excess of Five Hundred Dollars ($500) for abstracts, title examinations, title expenses, or other matters necessary or appropriate to examine and assure itself of Lessor's title to the Land, then Lessee may deduct from and retain as its own any royalty hereafter payable hereunder to reimburse itself for such costs in excess of Five Hundred Dollars ($500).

21. If the Lessor herein is more than one person, this Lease may be executed in counterparts, and each counterpart hereof, when executed by a named Lessor, shall constitute a lease of the executing Lessor's interest and the counterparts together shall constitute a lease of the entire interest of the named Lessors.

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

James O Hickman

James O. Hickman

STATE OF California
COUNTY OF San Diego ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGEMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th December day of 1983, personally appeared James O. Hickman

and

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Joan E. Reitmeier
Notary Public

My Commission Expires: 8-15-86
My Business Address: 245 Santa Helena, Solana Beach 92075

OFFICIAL SEAL
JOAN E. REITMEIER
NOTARY PUBLIC - CALIFORNIA
Principal Office in San Diego County
My Commission Expires Aug. 15, 1986

STATE OF .....
COUNTY OF ..... ss.

ACKNOWLEDGEMENT (For use by Corporation)

On this .....day of ....., 19 ....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the .....of ..... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this .....day of ....., 19 .....,

(SEAL) ..... Notary Public.

My Commission Expires: .....

My Business Address: .....

MARTIN EXPL.

592569

11-1

#00768891 06/25/86 10:07 AM REAL ESTATE RECORDS
F1415 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

NOTICE OF GENERAL DESCRIPTION
OF AREA SERVED BY
PANHANDLE EASTERN PIPE LINE COMPANY
CONCERNING UNDERGROUND FACILITIES PURSUANT TO
C.R.S SEC. 9-1.5-103 (1) (1981)

Pursuant to C.R.S SEC. 9-1.5-103 (1) (1981), Panhandle Eastern Pipe Line Company hereby gives notice of the following information:

1. Panhandle Eastern Pipe Line Company owns and maintains underground facilities within the County of Boulder, State of Colorado, for the purposes of transmission and gathering of natural gas.

2. The general description of the area served by Panhandle Eastern Pipe Line Company within the County of Boulder, and State of Colorado is as follows, to wit:

(See attached or accompanying system map and list of sections, townships, and ranges.)

33

3. Notice is given that Panhandle Eastern Pipe Line Company may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of Panhandle Eastern Pipe Line Company within the County of Boulder, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: A. A. Smith

Job Title: Area Superintendent

Address: 635 N. 7th, P.O. Box 127
Brighton, CO. 80601

Telephone: (303) 659-5922

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Panhandle Eastern Pipe Line Company.

SIGNED AND SEALED this 23rd day of June, 1986.

PANHANDLE EASTERN PIPE LINE COMPANY

BY: Sharon J. Prater
Senior Right-of-Way Representative

11-2

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 23rd day of June, 1986, by Sharon J. Prater, Panhandle Eastern Pipe Line Company.

WITNESS my hand and official seal.

DENNIS C. HARRIS NOTARY PUBLIC STATE OF COLORADO

Dennis C. Harris
Notary Public

My Commission expires: April 24, 1988

Address: 635 N. 7th. Ave.
Brighton, Co. 80601

1019R/pgl/gw

BOULDER COUNTY

Panhandle Eastern Pipe Line Company has buried natural gas pipelines in the following locations:

TOWNSHIP	RANGE	SECTIONS
1S	69W	1,2
1N	69W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 16,17,18,19,20,21,22,23,24,25,26,27 28,30,33,35,36
2N	69W	1,13,24,25,26,33,35,36
3N	69W	12,26,36
2N	70W	36

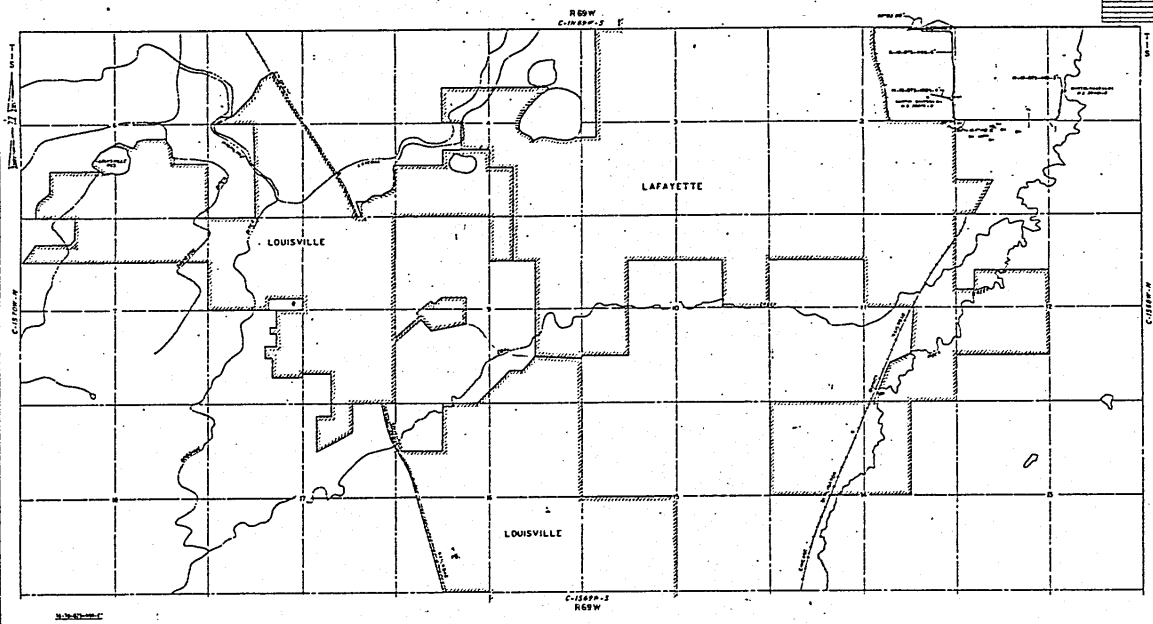
1019R/pg2/gw

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-4



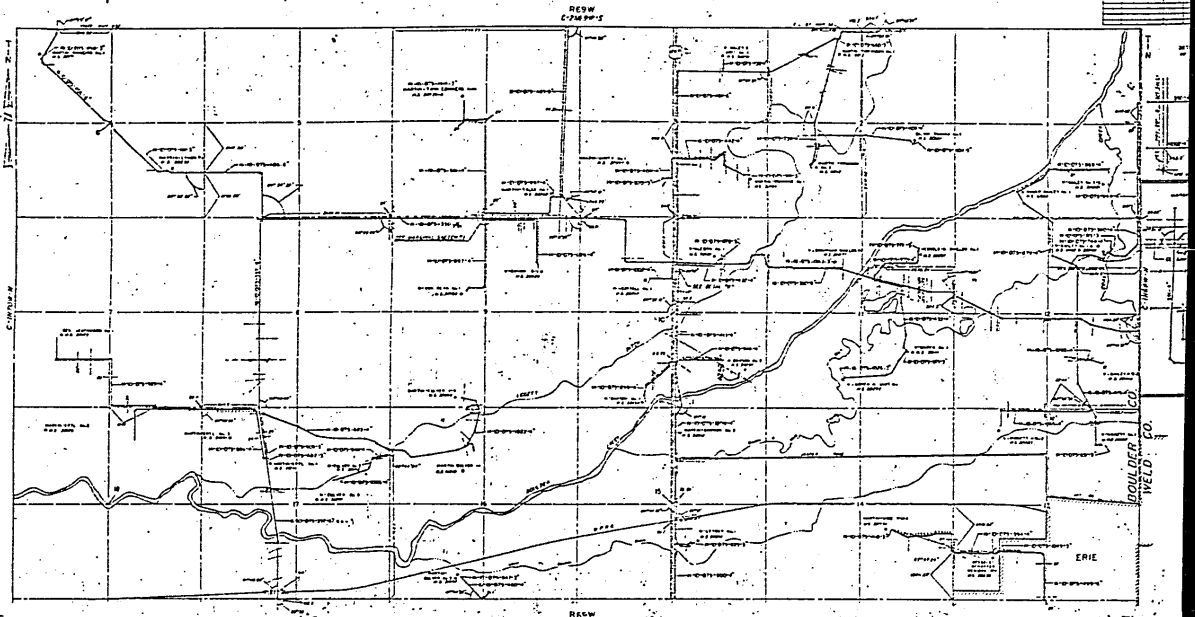
BOULDER
C-IS69

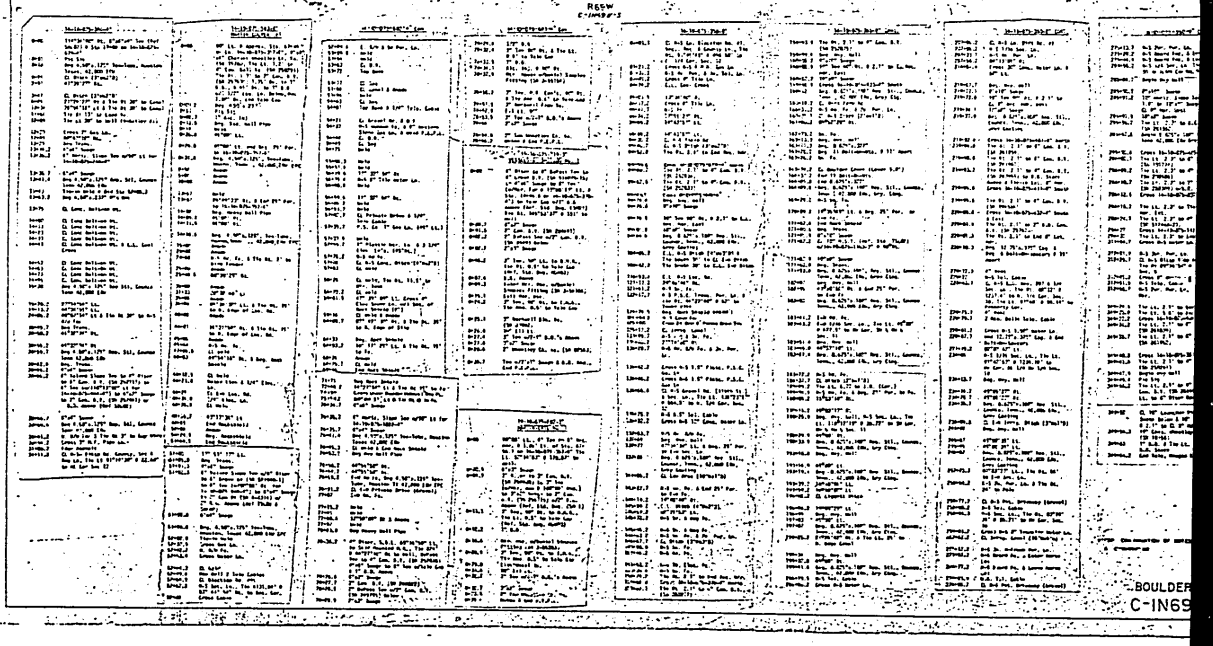
PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-5



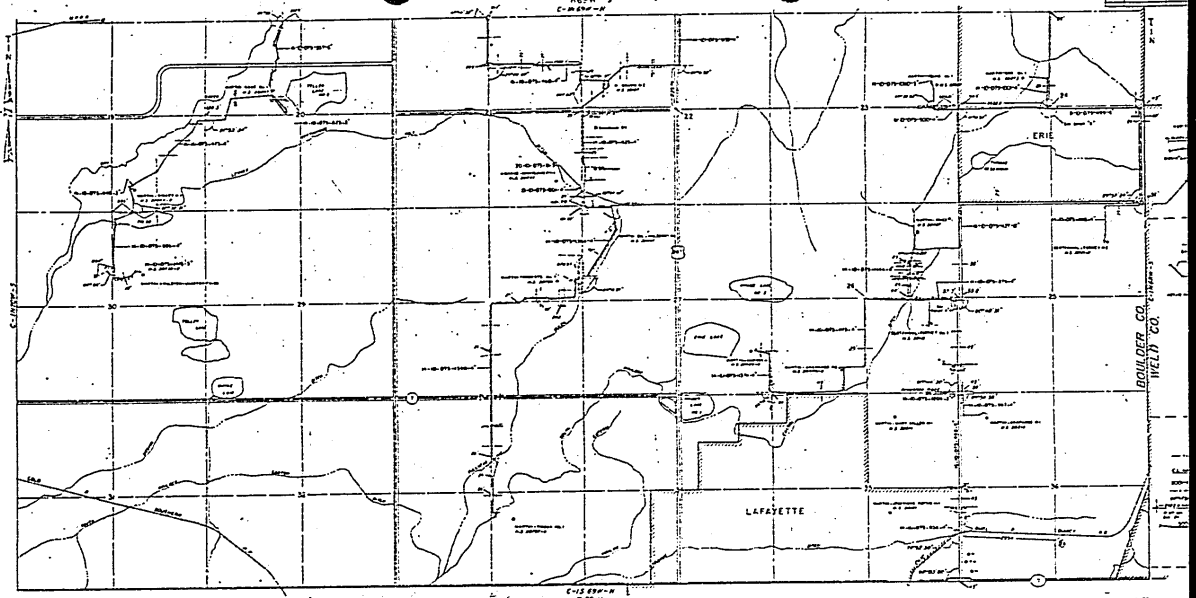


PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-6



BOULDER

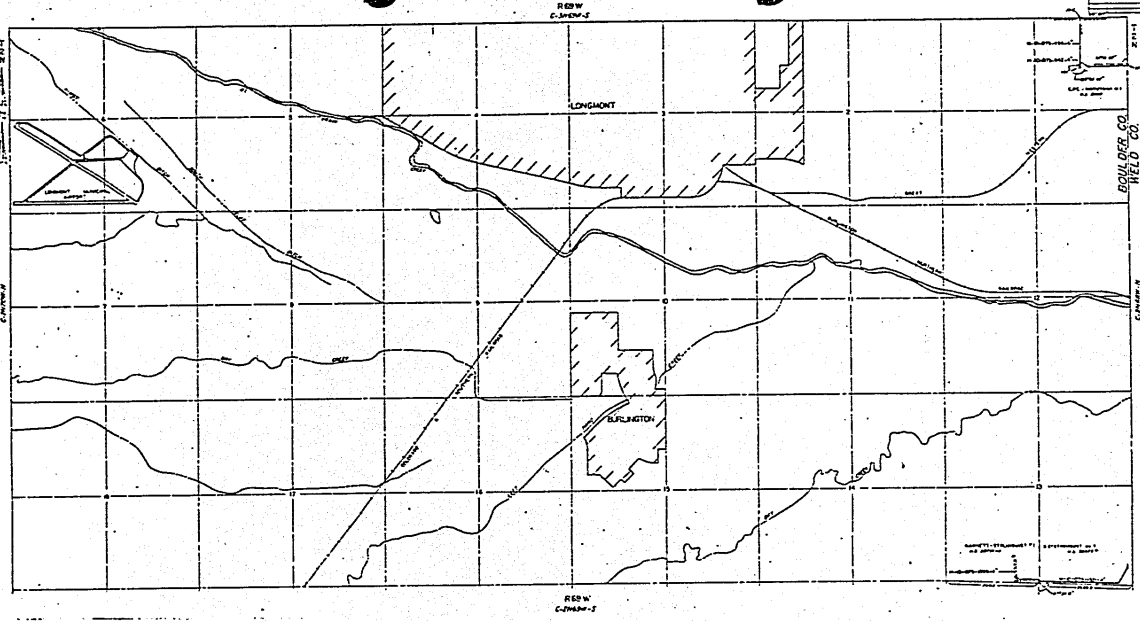
C-IN69

PANHANDLE-EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-7



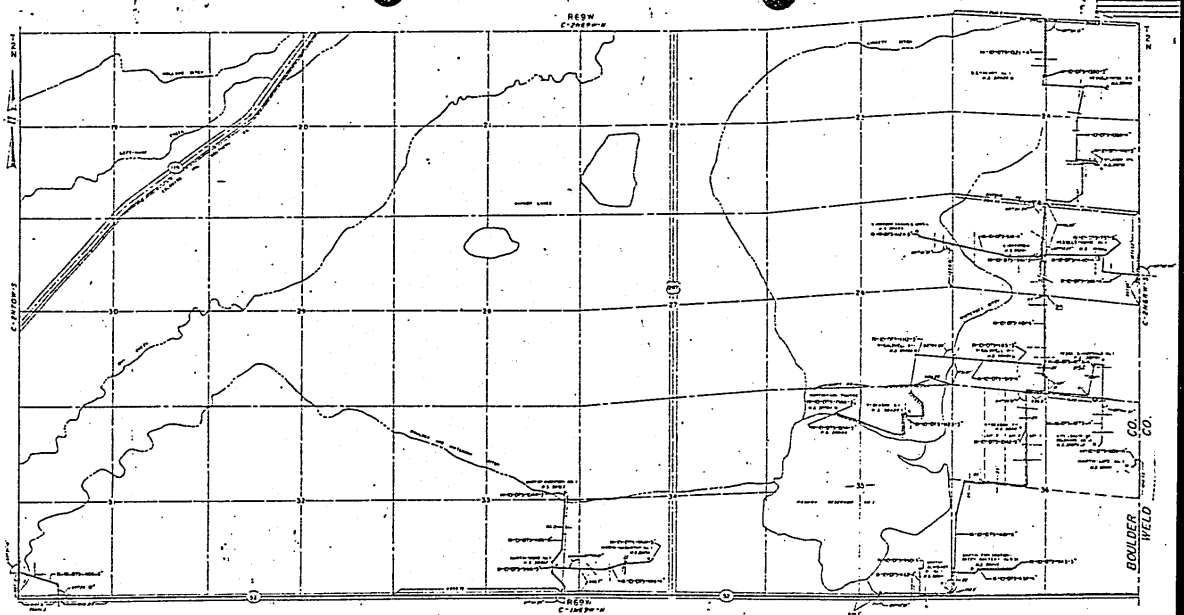
BOULDE
C-2N6

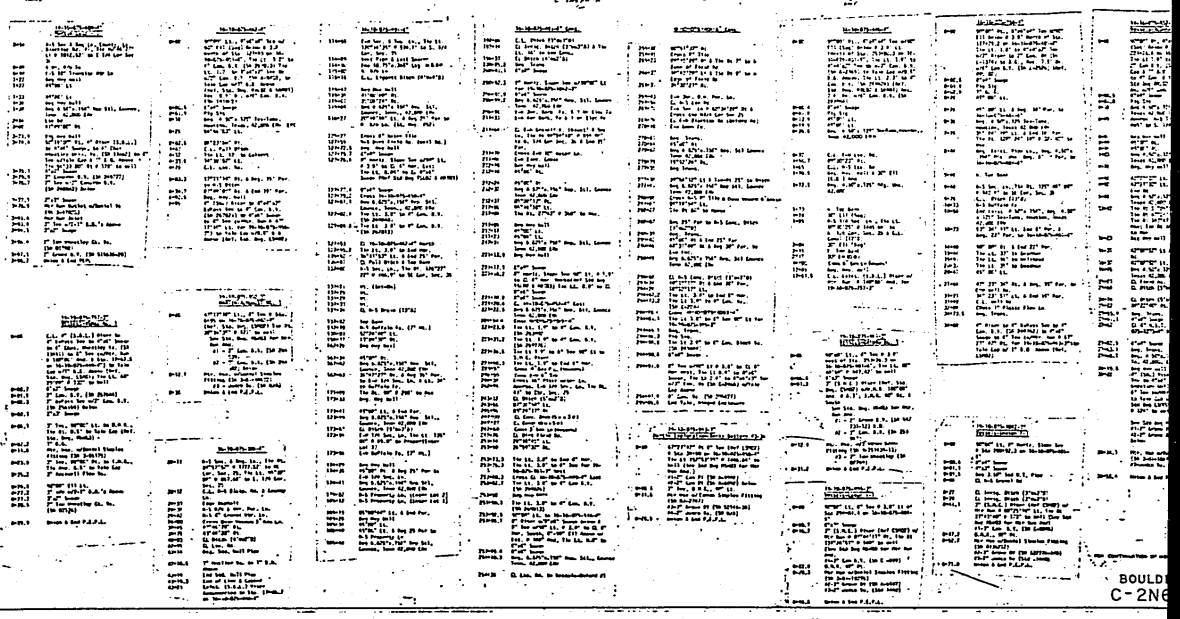
PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=600'

11-8





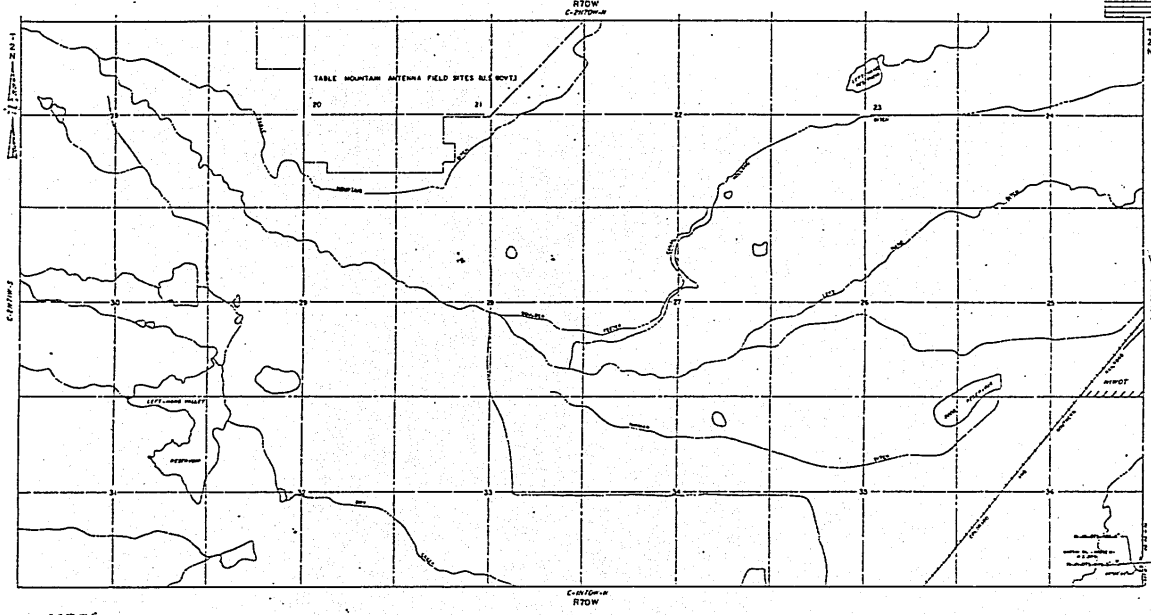
BOULDE

C-2N6

PANHANDLE EASTERN PIPE LINE COMPANY

SCALE 1"=1000'

11-9



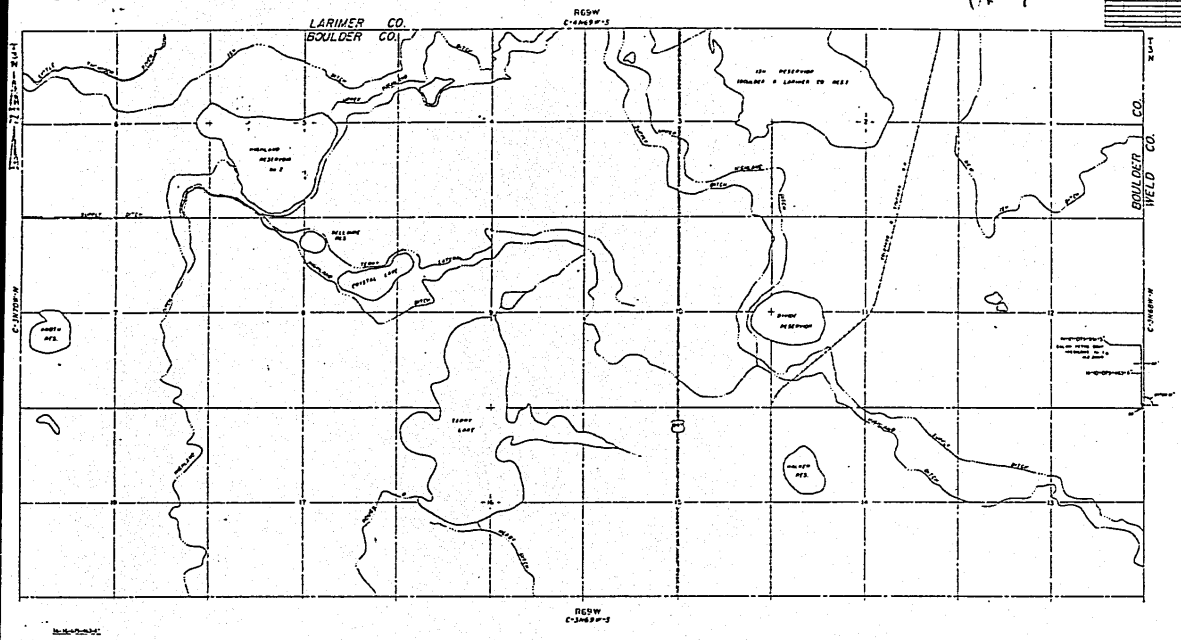
BOULDER
C-2N70W

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-10



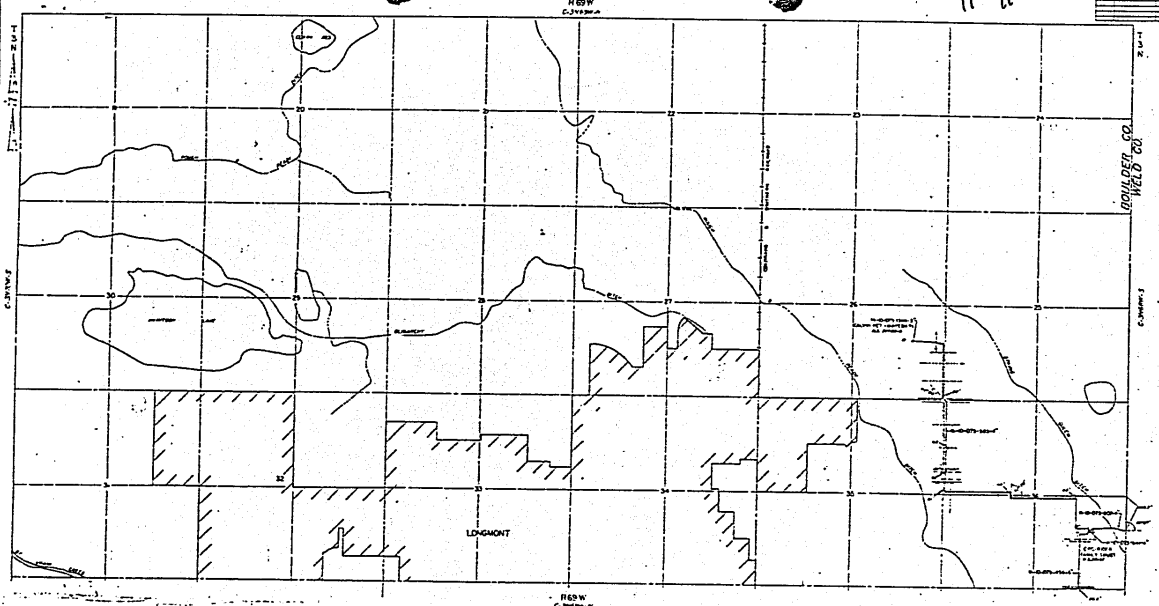
BOULDER
C-3N69

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-11



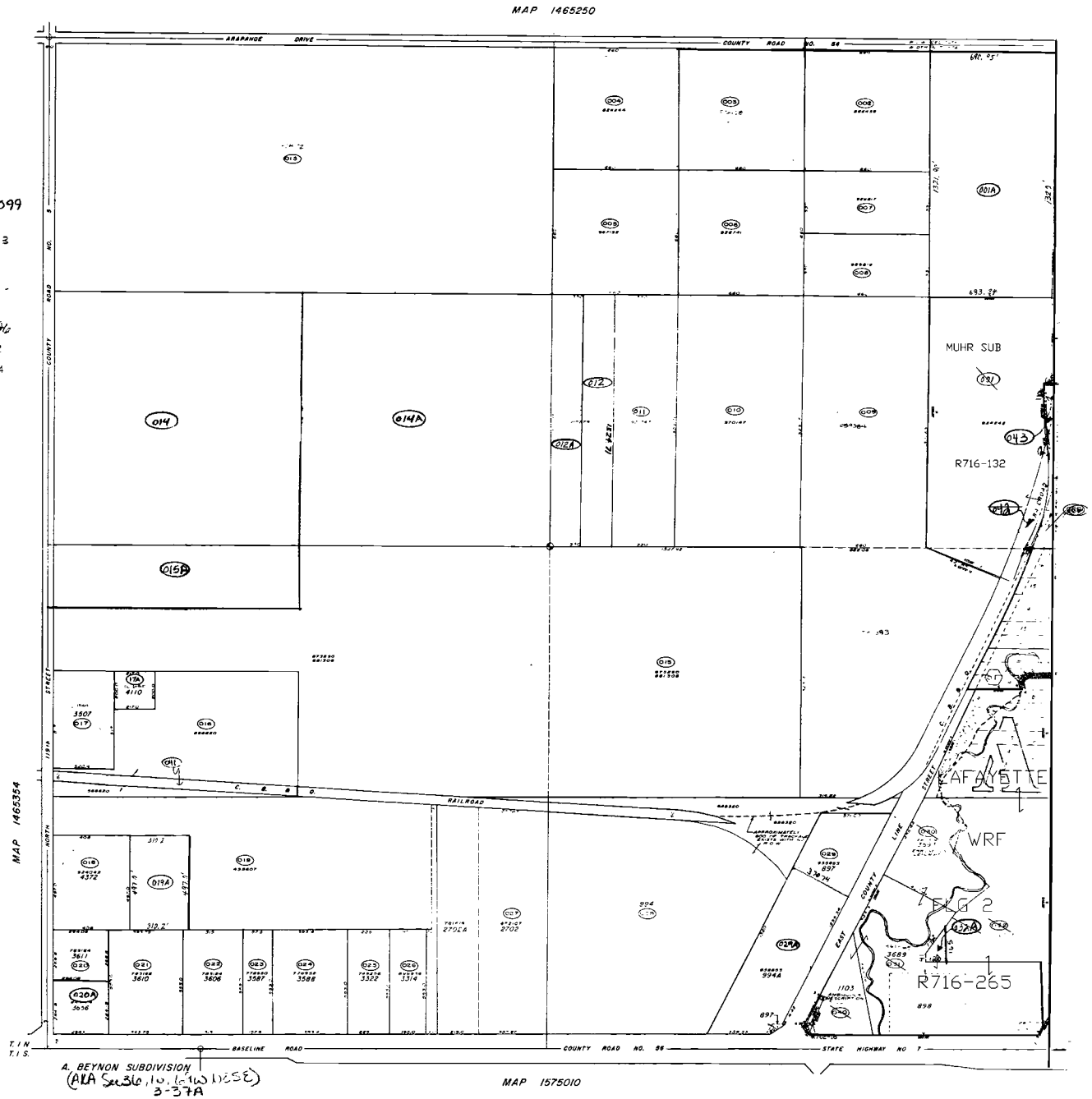
BOULDE

C-3N6

Boulder County Revisions

012A 11-15-84 #657561
041 9-11-90 #[illegible]-1063379
042 5-23-91
020A % 020 8-11-93 #1858-1325099
029A % 12-23-93 F.4 1919 # 1376257
014A % 014 10-2-95 F2080-1551893

15A 11-24-98 # 1874101
033A 9-14-01 # 2117031
043 & 01, 042 12-30-12 #[illegible]
R702-16 %040 pt 7-28-2008 #2945452
R716-132 %001, PT 042 7-9-12 #3235164
R716-265 %040,031,032A,032,030, 3-7A LTS 1-8,PT LT 9 6-28-13 #3323654



1465360 SEC. 36, T. 1 N., R. 69 W.

Boulder - M-1N69W36

NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

This Notice of Oil and Gas Interests has been prepared and is being filed of record by **HS Resources, Inc.**, (hereinafter, "HSR") whose address is 1999 Broadway, Suite 3600, Denver, Colorado, for the purpose of providing additional public notice of its rights to make use of the surface of the lands described below for oil and gas exploration, development and related operations. For such purpose, HSR hereby states as follows:

HSR is the owner of certain oil and gas leasehold rights affecting the following described lands in Boulder County, Colorado (the "Lands"):

Township 1 North, Range 69 West, 6th P.M.
Section 36: E/2

HSR's oil and gas leasehold rights in the Lands derive from those valid and subsisting oil and gas leases which are described on Exhibit "A", attached hereto and incorporated herein, and have been duly recorded in the office of the Clerk and Recorder of Boulder County (the "Leases").

Under the laws of the State of Colorado and the provisions of the Leases, HSR has certain rights to occupy and make use of the surface of the Lands, which rights include but are not limited to the right to **PROSECUTE OIL AND GAS DRILLING AND COMPLETION OPERATIONS; PRODUCTION, TRANSPORTATION AND MARKETING OF OIL, GAS OR OTHER HYDROCARBON PRODUCTS AS WELL AS RIGHTS OF ACCESS AND USE OF THE SURFACE OF THE LANDS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND MONITORING OF WELLS, WELL LOCATIONS, EQUIPMENT, MUD AND RESERVE PITS, SEPARATORS, TANK BATTERIES, PIPELINES, GATHERING LINES, FLOWLINES, PIPELINE INTERCONNECTIONS AND ANY AND ALL OTHER REASONABLE OR CUSTOMARY USES OF THE LANDS RELATED TO SUCH OPERATIONS.**

Exhibit "B" attached hereto is a plat of the Lands showing the allowable locations under Colorado Oil and Gas Conservation Commission Rule 318A and indicates potential drillsite locations where oil and gas drilling operations may occur.

This Notice is intended to remain in effect for so long as the Leases, or any extensions or renewals thereof, remain in effect as to any portion of the Lands. It is not intended to enlarge, diminish or in any other way modify the respective rights, interests or titles of any party owning an interest in the Lands, but is to be construed only as giving notice of HSR's lawful rights under the applicable Leases and the laws of the State of Colorado.

HS RESOURCES, INC.

By: _____
James P. Wason
Denver Basin Land Supervisor

CHERYL LIGHT
NOTARY PUBLIC

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by James P. Wason, as Denver Basin Land Supervisor of HS Resources, Inc., a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires: 3-24-2004

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

T1N-R69W

SECTION 36: E/2

BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002669-001	QUINBY, LYAL E.	MARTIN OIL SERVICES INC.	04/15/75	884	135039	1N	69W	36	S/2SE/4
CO-002669-002	JAMISON, DORA L.	MARTIN OIL SERVICES INC.	04/16/75	887	138064	1N	69W	36	S/2SE/4
CO-002669-003	HICKMAN, JAMES O.	MARTIN EXPL MGMT	04/17/84	1282	592569	1N	69W	36	S/2SE/4
CO-002671-000	CRANE HOMES INC	MARTIN EXPL MGMT	11/10/81	1190	475619	1N	69W	36	NW/4SE/4
CO-002675-000	WICKS, EDITH M.	TODD T HITCHINGS	12/18/81	1200	487564	1N	69W	36	PT OF NE/4SE/4 BEING LT 1-9 BENYON SUBDIVISION PLAT BK 3 PG 37
CO-002676-000	STOREY, HAROLD A.	TODD T HITCHINGS	10/23/81	1200	487551	1N	69W	36	PORTIONS OF THE NE/4 AND NE/4SE/4
CO-002677-000	DANIELSON, ORVILLE E. & DANIELSON, MARJORIE	TODD T HITCHINGS	11/15/81	1200	487554	1N	69W	36	PT OF NE/4 BEING TRACT R-6 IN SURVEY DTD 2/15/66 REC 807363
CO-002678-000	GARRAMONE, MARY C.	TODD T HITCHINGS	11/15/81	1200	487556	1N	69W	36	PT OF NE/4 BEING TRACT R-6 IN SURVEY DTD 2/15/66 REC 807363
CO-002679-000	ALEXANDER, CAM	TODD T HITCHINGS	10/24/81	1200	487559	1N	69W	36	10.0 AC TRACT IN NE/4 (ALEXANDER TRACT)

2112331
Page: 2 of 5
01/23/2001 02:26P
Boulder County Clerk, CO
R 25.00 D 0.00

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

T1N-R69W

SECTION 36: E/2

BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002680-000	BABBITT, BARRY R. & BABBITT, MARY W.	TODD T HITCHINGS	11/03/81	1200	487553	1N	69W	36	PT OF NE/4 BEING THE W/2 OF TRACT R-1 DESC IN SURVEY 2/15/66 & DEED 4/12/76
CO-002681-000	GONERWAY, MARY & LEWIS, GENE	TODD T HITCHINGS	10/24/81	1200	487561	1N	69W	36	10.0 AC TRACT IN NE/4 (GONERWAY TRACT)
CO-002682-000	DEVINE, DENNIS R. & DEVINE, PAMELA J.	TODD T HITCHINGS	10/23/81	1200	487560	1N	69W	36	PORTION OF NE/4 BEING TRACT R-3 SURVEY 12/15/66 REC 807363 DESC IN DEED REC 337150
CO-002683-000	SPEAKER, RICHARD L. & SPEAKER, VIRGINIA	TODD T HITCHINGS	10/23/81	1200	487558	1N	69W	36	10.0 AC TRACT IN NE/4 (SPEAKER TRACT)
CO-002684-000	KELL, ALEXANDER	TODD T HITCHINGS	11/10/81	1200	487557	1N	69W	36	PT OF E/2 TRACT I-2 SURVEY REC 807363 DTD 2/15/66
CO-002685-000	DONLEY, JERRY D. & DONLEY, CHERYL L.	TODD T HITCHINGS	11/03/81	1200	487555	1N	69W	36	PT OF NE/4 BEING TRACT R-2 DESC SURVEY DTD 2/15/66 & DEED DTD 8/6/73
CO-002686-000	MELCHAR, MARY R. TRUSTEE	TODD T HITCHINGS	10/28/81	1200	487552	1N	69W	36	20.0 AC TRACT IN NE/4

2112331
Page: 3 of 5
01/23/2001 02:26P
R 25.00 D 0.00
Boulder County Clerk, CO

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

T1N-R69W

SECTION 36: E/2

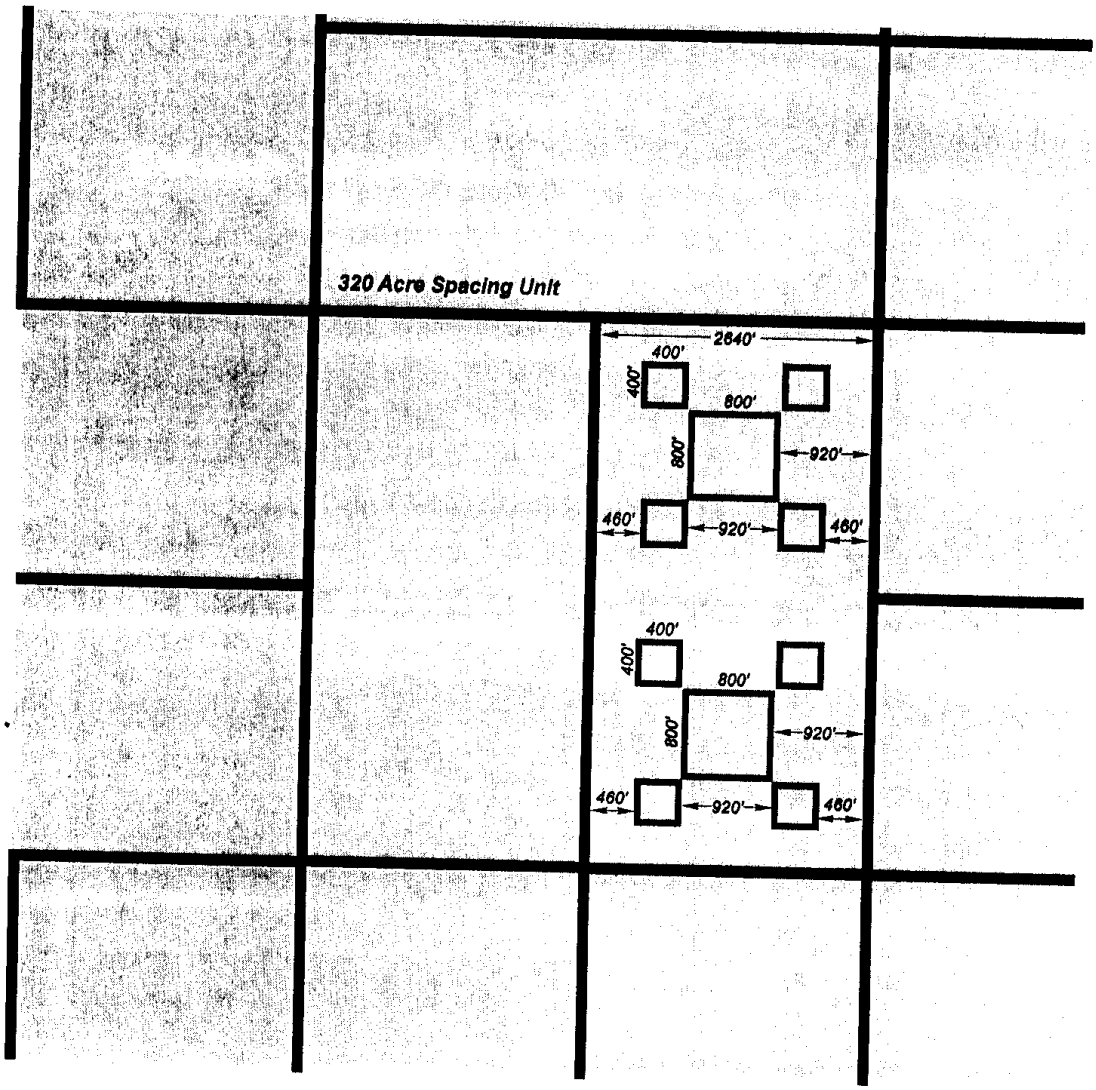
BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002688-000	ROGERS JR., ISSAC C.	MARTIN EXPL MGMT	11/28/84	1332	660926	1N	69W	36	PT OF NE/4 BEING TR I-1 DESC IN SURVEY DTD 2/15/66 REC 807363
CO-002689-000	ILYIN, ALEXANDER & ILYIN, MARINA	MARTIN EXPL MGMT	09/24/86	1433	792819	1N	69W	36	NE/4, PORTION NE/4SE/4 LYING E OF RR ROW
CO-002690-000	CITY OF LAFAYETTE	MARTIN EXPL MGMT	04/21/87	1474	849165	1N	69W	36	2.89 AC TRACT IN S/2SE/4
CO-002691-000	ROADS, PAUL C. & ROADS, GRACE D.	MARTIN EXPL MGMT	05/10/93	1822	129300	1N	69W	36	PT OF NE/4SE/4 E OF RR ROW PER SURVEY PLAT BK 3 P 37 LESS LT 1-9 E OF COAL CREEK

2112331
Page 4 of 5
01/23/2001 02:26P
Boulder County Clerk, CO N
R 25.00 D 0.00

EXHIBIT B

Colorado Oil and Gas Conservation Commission
GREATER WATTENBERG AREA
Special Well Location Rule
318 A



400' x 400'

800' x 800'

Sec. 36 - T 1 N - R 69 W

1000 Ft
Scale

Jwesonfb.cd

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT

Noble Energy, Inc., Noble Energy Production, Inc., SOCO Wattenberg Corporation, United States Exploration, Inc. (collectively referred to as "Noble") are Mineral Estate Owners (CRS 24-65.5-102(5)) underlying the following described lands located in Boulder County, CO (the "Subject Lands"):

See Attached Exhibit A for Legal Description

Pursuant to C.R.S. 24-65.5-103(3), Noble hereby requests written notification of any and all Applications for development (C.R.S. 24-65.5-102(2)), all initial public hearings by local government on any Application for development, and all other proposed surface development activities on the Subject Lands in accordance with the terms of C.R.S. 24-65.5. Such notices should be sent to the following address:

Noble Energy, Inc.
Attn: Wattenberg Land Department
1625 Broadway, Suite 2000
Denver, CO 80202

Executed this 3rd day of October, 2007

NOBLE ENERGY, INC.
NOBLE ENERGY PRODUCTION, INC.
SOCO WATTENBERG CORPORATION
UNITED STATES EXPLORATION, INC.

By: _____
P. David Padgett
Manager of Lands, D.J. Basin

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of October, 2007, by P. David Padgett, Manager of Lands, D.J. Basin for Noble Energy, Inc., a Delaware corporation, Noble Energy Production, Inc., a Delaware corporation, SOCO Wattenberg Corporation, a Delaware Corporation and United States Exploration, Inc. on behalf of said corporations.

Witness my hand and official seal. _____
Notary Public

KATHRYN PORTUS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 2/9/2009

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	2	W/2
BOULDER	1N	69W	2	SE
BOULDER	1N	69W	3	ALL
BOULDER	1N	69W	4	E/2
BOULDER	1N	69W	4	NW
BOULDER	1N	69W	6	E/2
BOULDER	1N	69W	6	NW
BOULDER	1N	69W	8	ALL
BOULDER	1N	69W	9	W/2
BOULDER	1N	69W	9	SE
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	13	W/2
BOULDER	1N	69W	14	NW
BOULDER	1N	69W	14	SE
BOULDER	1N	69W	15	ALL
BOULDER	1N	69W	16	ALL
BOULDER	1N	69W	17	E/2
BOULDER	1N	69W	17	NW
BOULDER	1N	69W	18	N/2
BOULDER	1N	69W	19	S/2
BOULDER	1N	69W	20	N/2
BOULDER	1N	69W	21	W/2
BOULDER	1N	69W	21	NE
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	E/2
BOULDER	1N	69W	23	SW
BOULDER	1N	69W	24	NW
BOULDER	1N	69W	25	SE
BOULDER	1N	69W	26	W/2
BOULDER	1N	69W	26	NE
BOULDER	1N	69W	27	E/2
BOULDER	1N	69W	27	NW
BOULDER	1N	69W	28	E/2
BOULDER	1N	69W	28	NW
BOULDER	1N	69W	29	SW
BOULDER	1N	69W	30	N/2
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	35	E/2
BOULDER	1N	69W	36	ALL
BOULDER	1S	69W	1	ALL
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	11	SW
BOULDER	1S	69W	12	ALL
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	ALL
BOULDER	1S	69W	15	E/2
BOULDER	1S	69W	15	NW

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1S	69W	20	SE
BOULDER	1S	69W	21	ALL
BOULDER	1S	69W	22	E/2
BOULDER	1S	69W	22	SW
BOULDER	1S	69W	23	E/2
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	E/2
BOULDER	1S	69W	29	NE
BOULDER	2N	69W	13	W/2
BOULDER	2N	69W	13	SE
BOULDER	2N	69W	14	E/2
BOULDER	2N	69W	14	NW
BOULDER	2N	69W	24	E/2
BOULDER	2N	69W	24	SW
BOULDER	2N	69W	25	SW
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	33	E/2
BOULDER	2N	69W	33	NW
BOULDER	2N	69W	34	S/2
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	E/2
BOULDER	2N	69W	36	SW
BOULDER	3N	69W	12	SE
BOULDER	3N	69W	36	S/2

REQUEST FOR NOTIFICATION (Mineral Estate Owner)

Pursuant to C.R.S. Section 24-65.5-101, et seq., as amended, (hereinafter referred to as the "Statute") this Request for Notification shall serve to identify the undersigned, Kerr-McGee Oil & Gas Onshore LP, its successors and assigns, (hereinafter referred to as "Kerr-McGee") as a Mineral Estate Owner, underlying the lands (Surface Estate) described on the attached Exhibit A.

Pursuant to the provisions of the Statute, an Applicant who submits an Application for Development to a local government shall send notice thereof to the Mineral Estate Owner. Such notice must comply with and be sent in accordance with the provisions of the Statute.

All notices shall be sent to:

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, #1500
Denver, CO 80202
Attn: Land Manager/Wattenberg

or such other address as Kerr-McGee may indicate by filing of record with the clerk a notification of change of address form or an amendment to the request for notification.

Failure by the Applicant to comply with the Statute shall entitle the Mineral Estate Owner to the damages and remedies, both legal and equitable, as provided for in the Statute, or otherwise permitted by the law, including an award of reasonable attorney fees.

All terms used herein, including but not limited to Mineral Estate Owner, Applicant, and Application for Development shall have the meaning provided for in the statute.

Kerr-McGee Oil & Gas Onshore LP

By: _____
Joseph H. Lorenzo, Attorney-in-Fact

STATE OF COLORADO)
CITY AND
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29 day of Nov 2007, by Joseph H. Lorenzo, attorney-in-fact of **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership, on behalf of the partnership.

Witness my hand and official seal.

JUDY L. LUNA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/19/2011

Signature _____

Judy L. Luna
Name (Print)
My commission expires

ROB

Attached to and made a part of that certain
REQUEST FOR NOTIFICATION (Mineral Estate Owner)

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	1	ALL
BOULDER	1N	69W	4	W/2, SE
BOULDER	1N	69W	6	ALL
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	12	ALL
BOULDER	1N	69W	13	NW, S/2
BOULDER	1N	69W	14	ALL
BOULDER	1N	69W	15	SE
BOULDER	1N	69W	21	ALL
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	ALL
BOULDER	1N	69W	24	W/2
BOULDER	1N	69W	25	W/2, NE
BOULDER	1N	69W	26	N/2, SW
BOULDER	1N	69W	27	E/2, NW
BOULDER	1N	69W	28	N/2, SW
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	34	NW, S/2
BOULDER	1N	69W	36	ALL
BOULDER	2N	69W	12	S/2
BOULDER	2N	69W	13	NW, S/2
BOULDER	2N	69W	14	ALL
BOULDER	2N	69W	17	S/2
BOULDER	2N	69W	22	E/2
BOULDER	2N	69W	24	NE
BOULDER	2N	69W	26	NW, S/2
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	34	ALL
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	NE, S/2
BOULDER	2N	70W	36	S/2
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	10	S/2
BOULDER	1S	69W	11	S/2
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	E/2, NW
BOULDER	1S	69W	15	N/2, SE
BOULDER	1S	69W	21	N/2
BOULDER	1S	69W	23	N/2, SE
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	NE

No. 8124 QUIT-CLAIM DEED.—1045.—John Morris Company, Printers and Manufacturing Stationers, Chicago.

113/407

This Deed, Made this Fourth day of April in the year of our Lord one thousand eight hundred and Ninety BETWEEN Edward B. Tyler of the County of Arapahoe and State of Colorado, of the first part, and The Denver Utah and Pacific Railroad Co. of the County of and State of Colorado, of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents does remise, release, sell, convey and QUIT-CLAIM unto the said party of the second part its successors heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described Lands situate, lying and being in the County of Boulder and State of Colorado, to wit:

A strip of ground one hundred (100) feet wide, it being fifty (50) feet on each side of the center line of the Railway of said Company as located upon the South East Quarter (S. E. ¼) of Section thirty six (36) in Town one, north of Range No. Sixty nine (69) west. west of sixth P. M. Reserving the right to mine and take away all coal and Iron ore, that may be in said land and to tunnel under said Rail Road as it may be necessary, to mine and take away all coal and Iron ore from the adjoining lands - to myself, my heirs and assigns forever. This deed to remain in force only so long as said Rail Road or its successors shall continue to operate said Rail Road, and in case of abandonment of said Railroad Road by said Rail Road Company or its assigns then it shall revert to me my heirs and assigns forever after

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part of the second part, its successors heirs and assigns forever. except as above reserved.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Edward B. Tyler SEAL

SEAL

SEAL

SEAL

STATE OF COLORADO, County of Arapahoe } ss. I, A. F. McKay a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward B. Tyler personally known to me as the person whose name is subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this Fourth day of April A. D. 1890.

A. F. McKay Notary Public

A. F. McKay Notary Public Arapahoe County

My commission expires Aug 6 1890

Filed for Record the 17th day of June A. D. 18 at 7 o'clock P. M.

James Cowie Recorder.

By Deputy.

30407-1861

15157 Deed
James Cannon Jr.
To
The Denver, Utah and Pacific Railroad Co.
Filed for record Jany. 4th A. D. 1892 at 8 20 a. m.
James Lowie
Recorder

This Indenture, made this 4th day of September in the year of our Lord, Eighteen hundred and ninety-one, by and between James Cannon Jr., of Denver, Colorado, party of the first part, and the Denver, Utah and Pacific Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Colorado, party of the second part,

Witnesseth:-

That the said party of the first part, for and in consideration of the sum of Eight thousand one hundred and sixty dollars ($8160.00), and other valuable considerations to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, forever, all the following described lot or parcel of land, lying and being in the County of Boulder and State of Colorado, together with all tracks and other property in use thereon or affixed thereto, except the tracks operated by the Union Pacific, Denver and Gulf Railway Company, hereinafter referred to, to wit: a right of way for a railroad over a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of the center line of the track as now constructed from the line of said The Denver, Utah and Pacific Railroad Company, to the mine known as the Excelsior Mine; and running through the south half section thirty-six (36), township one (1) north, of Range sixty-nine (69) west and the south-east quarter of section thirty-first (31), township one (1) north of range sixty-nine (69) west, subject to the right of the Union Pacific, Denver and Gulf Railway Company to operate its locomotives and cars over the track as now constructed by it, upon certain portions of the strip hereby conveyed, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said James Cannon Jr., party of the first part, for himself, his heirs, executors and administrators, does covenant, grant bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of said premises above conveyed, in fee of good, sure, perfect absolute and indefeasible estate of inheritance, in law and fee simple,

90267-1861

149/268

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 and nature soever; and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year above written. The words "a right of way for a railroad over" in the 5th line inserted before signing.

Form approved
J. N. Burrow atty.

James Bonnor Jr. (Seal)

State of Colorado }ss
County of Boulder }

I, Lucius W. Hoyt, a Notary Public in and for said County in the State aforesaid, do hereby certify that James Bonnor Jr. personally known to me to be the person whose name is subscribed to the annexed Indenture, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 21st day of November A. D. 1891.

Lucius W. Hoyt
Notary Public

Lucius W. Hoyt Notary Public Boulder County

My commission expires July 29, 1895

159.00
Affidavit of Labor
by
John Pugh
Filed for Record Jan. 7 A. D. 1891 at 3 P.M.
James Crowe, Recorder
By J. C. Moorhead Deputy

State of Colorado }ss
County of Boulder }

The Hermit Chief Lode Mining Claim, The Gold King Lode Mining Claim, The Matchless Lode Mining Claim and The May Flower Lode Mining Claim.

Before me the subscriber, personally appeared John Pugh who, being duly sworn, saith that at least one hundred dollars worth of work and improvements were performed or made upon each of the following lodes to wit; The May Flower Lode; The Matchless Lode; The Gold King Lode and the Hermit Chief Lode; all situate in Central Mining District, County of Boulder and State of Colorado, between the 1st day of January, A. D. 1891, and the 31st day of December, A. D. 1891.

Such expenditures were made at the expense of John Pugh one of the owners of said claims, for the purpose of complying with the laws for holding said claims.

John Pugh

Subscribed and sworn to before me this 7th day of January, A. D. 1892
My Notarial commission Expires Dec. 11 1894

H. E. Rowland Notary Public

H. E. Rowland Notary Public Boulder County

Boulder - 14

149/470

year first above written

L. P. Heath (Seal)
John Grant (Seal)

No. 1571 Deeds
For Right of Way
State of Colorado
To
The Denver Utah and Pacific Railway Company
Filed for Record May 3rd A.D. 1892 at 11 o'clock A.M.
J. C. Morehead, Recorder

This Indenture, Made this nineteenth day of March in the year of our Lord one thousand eight hundred and ninety two between the State of Colorado, by John L. Routt Governor, of said State, and Matt Franco Register of the State Board of Land Commissioners of said State, party of the first part and The Denver Utah and Pacific Railway Company a corporation duly organized under and by virtue of the laws of said State of Colorado, party of the second part:

Whereas, the said party of the second part has made application to the State Board of Land Commissioners, having control of the lands held by the State of Colorado for School purposes for the Right of Way through the School lands, hereinafter described, to be used by the said party of the second part as a Right of Way for the construction and operation of the line of railway and telegraph of the party of the second part;

And whereas, The said Board of Lands Commissioners has granted such right of way for the purpose aforesaid, upon the condition that the party of the second part pay the sum of Ten ($10.00) dollars therefor:

And Whereas, The said John L. Routt Governor, and the said Matt Franco Register of the State Board of Land Commissioners, are authorized, in such case, upon the granting of such Right of Way, to execute and deliver in behalf of the State of Colorado, party of the first part, proper deeds conveying such Right of Way, when so granted;

Now, therefore, These Presents Witnesseth, That the said party of the first part, for and in consideration of the premises aforesaid, and the further consideration of Ten ($10.00) dollars to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, remised, released and conveyed, and by these presents does grant, remise and convey unto the said party of the second part, the Right of Way over, through and upon the following described pieces and tracts of land, situate in the County of Boulder and State of Colorado, to-wit:

A tract of land being a part of the South half (S½) of the South East quarter (S½) of Section thirty six (36) town one (1) North of Range sixty nine (69) West, that is to say Fifty feet (50) wide or Twenty five feet (25) on either side of the center of a spur of the Denver Utah and Pacific Railway as now constructed, commencing at a point at the main line of said Railway, on said land a little north of the station of Lafayette in said County and State and running from the main track in a Westerly direction on a curve, to the West line of said track.

(It is the purpose of this instrument to convey to said grantee the interest herein described only so far as the title to be affected by such conveyance remains in the state of Colorado; the said first estate having heretofore been sold, under provisions of law in such case made and provided to Edward B. Light, and he being entitled to patent

Boulder - 1

therefor upon payment of balance of said purchase price)

Said above described premises to be used by the said party of the second part only for the purpose of constructing and operating its said line of railway as indicated in their charter, duly executed and filed in the office of the Secretary of State.

To have and to hold the said premises for the purposes only aforesaid, together with all and singular, the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the party of the second part, its successors or assigns, forever, for the purposes only aforesaid

In Witness Whereof, I have hereunto set my hand and caused the Seal of the State Board of Land Commissioners to be attached the day and year above written.

The State of Colorado,
By John L. Routt Governor.
Matt Franco
Register of the State Board of Land Commissioners

State Board of Land Commissioners Colorado.

No. 1573 Executor Deed
Isaac C. Bond, Executor of Estate of James C. Stewart, Deceased
To
Ruth C. Stewart
Filed for Record May 5th A. D. 1892 at 1 o'clock P. M.
J. C. Morehead Recorder

This Indenture, Made this 25th day of April in the year of our Lord One Thousand Eight Hundred and Ninety two, between Isaac C. Bond as executor of the Estate of James C. Stewart late of the County of Boulder deceased, party of the first part, and Ruth C. Stewart of the County of Boulder and State of Colorado party of the second part, witnesseth that:

Whereas, At the March Term, A. D. 1892, of the County Court, sitting as a Court of Probate, in and for the County of Boulder in the State of Colorado, and in a certain matter then pending therein, in which the said Isaac C. Bond as executor of the Estate of James C. Stewart deceased, was Petitioner, and Ruth C. Stewart, widow and Henry C. Stewart and Burton C. Stewart children and heirs at law of said deceased were respondents, the following Order and Decree was rendered and entered of record in said Court, to wit:

State of Colorado } ss
County of Boulder }

In the County Court, in Probate, March Term, A. D. 1892

In the Matter of:
Isaac C. Bond as Executor of the Estate of James C. Stewart, Deceased
Petitioner,
vs.
Ruth C. Stewart
Henry C. Stewart and
Burton C. Stewart a minor,
Respondents

~~Decree for sale of Real Estate to pay debts.~~

Now on this day came Isaac C. Bond the petitioner herein in his same proper person and the said Respondents Ruth C. Stewart and

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454 176/454

(1044) No. 156 WARRANTY DEED—Revised 1890 PETTIBONE, WELLS & CO., STATIONERS AND PRINTERS, CHICAGO.

This ~~Deed,~~ Indenture, Made this twentieth (20) day of November in the year of our Lord one thousand eight hundred and ninety five (1895) between Anna Bynon (formerly Anna Hurd)

of the County of Boulder in ~~and~~ the State of Colorado of the first part, and The Denver Utah and Pacific Railroad Company, a Corporation created and existing under and by virtue of the laws of the State of Colorado, for ~~of the County of~~ ~~and State of Colorado~~, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Forty (40) ~~Dollars, lawful money of the United States of America, to the said party of the first part~~ in hand paid by the said party of the second part, the receipt whereof is hereby ~~confessed and~~ acknowledged, has ~~granted, bargained,~~ sold ~~and conveyed~~, and by these presents do grant, bargain, sell, convey ~~and confirm~~ unto the said party of the second part, its successors ~~and assigns~~ and assigns ~~forever, all~~ the following described ~~lot or parcel of~~ land, situate, lying and being in the County of Boulder and State of Colorado, to wit:

all that part of the North East quarter of the South East quarter of section Thirty six (36) township one (1) North of range sixty nine (69) West included between the south line of said North East quarter of South East quarter, the westerly boundary line of the right of way of the railroad of said second party, and a line twenty five (25) feet distant northwesterly from and parallel to the following described line, to wit: Beginning at a point on the Center line of the main track of said second party as now Constructed, Eighteen Hundred (1800) feet northeasterly from its intersection with the South line of said section thirty six (36) measured along said Center line of track; thence southwesterly by an eight degree (8°) curve radius seven hundred sixteen and 5/10 (716.8) feet tangent to said Center line of track to the South line of said North East quarter of South East quarter of section thirty six (36) containing one half (1/2) acre more or less. The said first party hereby reserves to herself, her heirs & assigns all rights of Coal beneath the surface of said tract

~~TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, heirs and assigns forever. And the said part of the first part, for heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, heirs and assigns, that at the time of the ensealing and delivery of these presents, well seised of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha 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~~

To Have and to hold, the premises hereby conveyed, together with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its, successors, and assigns forever. The said party of the first part hereby covenanting to and with the said party of the second part, its successors and assigns for herself her heirs executors and administrators, to

~~and the above bargained premises in the quiet and peaceable possession of the said party 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 party of the first part shall and will~~ WARRANT AND FOREVER DEFEND the title to the premises hereby conveyed, against the claims of every person whomsoever.

IN WITNESS WHEREOF, The said party of the first part hath hereunto ~~set her hand and seal~~ caused her name to be signed the day and year first above written.

Signed, Sealed and Delivered in Presence of

Mrs Anna Bynon (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF COLORADO, County of Boulder } ss. On this twenty first day Nov. in the year of our ~~Thousand~~ Lord eight hundred and ninety five before me the undersigned a Notary Public within and for ~~the said~~ County, ~~in the~~ State aforesaid, ~~to hereby certify that~~ appeared Anna Bynon who is to me personally known ~~to me~~ to be the person ~~whose name~~ and who executed the within instrument ~~subscribed to the annexed deed, appeared before me this day in person~~, and acknowledged that she executed the same ~~signed, sealed and delivered the said instrument of writing as free and voluntary act~~, for the uses and purposes therein set forth.

Notary Public Boulder County Colorado

Witness ~~Given~~ under my hand and official seal, ~~this~~ the day of and year above written ~~A.D. 189~~

My Commission expires Apr 15 1899 N. E. Brocker Notary Public

Filed for Record the 20 day of Nov, A.D. 1895 at 4 o'clock P.M. Recorder. By Deputy.

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First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
Phone: **(303)876-1112** Fax:**(877)235-9185**

DATE: July 28, 2016
FILE NUMBER: NCS-773940-1-CO
PROPERTY ADDRESS: 1130 North 119th Street, CO
OWNER/BUYER: Sonya J. Lewis/OEO, LLC
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 146536000044

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:
Transmittal:
Revision No.:
Schedule A:
Schedule B - Section 1 Requirements:
Schedule B - Section 2 Exceptions:

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

TO:	**First American Title Insurance Company National Commercial Services**	**TITLE OFFICER:**	**Shari Jacobs**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, Colorado 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sjacobs@firstam.com**
		DELIVERY:	**E-MAIL**

TO:	**First American Title Insurance Company National Commercial Services**	**ESCROW OFFICER:**	**Nathan C. Rogers**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, CO 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**natrogers@firstam.com**
		DELIVERY:	**E-MAIL**

To:	**Davis & Ceriani, P.C.**	**ATTN:**	**Edward Gorab**
	1350 17th Street Suite 400	**PHONE:**	**(303)534-9000**
	Denver , CO 80202-1581	**MOBILE:**	
		FAX:	**(303)534-4618**
		E-MAIL:	**egorab@davisandceriani.com**
		DELIVERY:	**E-MAIL**

To:	**OEO, LLC**	**ATTN:**	**Chris Elliott**
	7353 S. Alton Way, Ste A-100	**PHONE:**	
	Englewood CO 80112	**MOBILE:**	
		FAX:	
		E-MAIL:	**celliott@e5xmanagement.com**
		DELIVERY:	**E-MAIL**

To:	**Sonya J. Lewis**	**ATTN:**	
	1130 North 119th Street	**PHONE:**	
	Lafayette, CO 80226	**MOBILE:**	
		FAX:	
		E-MAIL:	**sonyajlewis@aol.com**
		DELIVERY:	**E-MAIL**

To:	**First American Title Insurance Company National Commercial Services**	**ATTN:**	**Beverly M. Carlson**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1138**
	Denver, CO 80202	**MOBILE:**	**(720)775-8892**
		FAX:	**(877)235-9185**
		E-MAIL:	**bevcarlson@firstam.com**
		DELIVERY:	**E-MAIL**

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

1. Effective Date: July 20, 2016 at 5:00 p.m.

   a. ALTA Owner's Policy (06-17-06)

      Proposed Insured:
      OEO, LLC, a Colorado limited liability company

   b. ALTA Loan Policy (06-17-06) $None

      Proposed Insured:
      None

2. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

   Sonya J. Lewis

4. The Land referred to in this Commitment is described as follows:

   See Exhibit "A" attached hereto and made a part hereof.

   For informational purposes only: 1130 North 119th Street,
   , Colorado

EXHIBIT A

Commitment No.: NCS-773940-1-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

A portion of the following described parcel:

The North Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 36, Township 1 North, Range 69 West of the 6th Principal Meridian, County of Boulder, State of Colorado.

NOTE: The legal description set forth above will be amended upon the satisfaction of the requirements set forth in Schedule A herein.

For informational purposes only: APN: 146536000044

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Payment of all taxes and assessments now due and payable.

4. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.

5. Recordation of a Special Warranty Deed satisfactory to the Company, from Sonya J. Lewis, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.

6. Recordation of a Release of the Deed of Trust from Sonya J. Lewis to the Public Trustee of Boulder County for the use of Firstbank North to secure an indebtedness in the principal sum of $50,000.00, and any other amounts and/or obligations secured thereby, dated April 2, 2007 and recorded April 11, 2007 at Reception No. 2848725.

7. Recordation of a Release of the Deed of Trust from Sonya J. Lewis to the Public Trustee of Boulder County for the use of JPMorgan Chase Bank, N.A. to secure an indebtedness in the principal sum of $134,440.00, and any other amounts and/or obligations secured thereby, dated April 23, 2012 and recorded December 6, 2012 at Reception No. 03272520.

8. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:

   Operating Agreement, and all amendments thereto, if any.

9. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Sonya J. Lewis.

10. Receipt by the Company of an ALTA/ACSM Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

   NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 1 through 3 will be deleted.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

   NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

7. Oil and Gas Lease recorded February 1, 1982 at Reception No. 481867, and any and all assignments thereof or interests therein.

8. This item has been intentionally deleted.

9. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. 2112330.

10. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. 2890878.

11. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.

12. Water rights, claims or title to water, ditches and ditch rights, whether or not shown by the public records.

13. Rights of the public for road purposes over and across any portion of subject property lying in North 119th Street.

14. Existing leases and tenancies.

    Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 15, above, will be deleted.

15. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised _____, prepared by KT Engineering, as Job Number [unknown]:
    a) dirt road traversing the southerly portion of the property;
    b) Goodhue Ditch along the northerly property line.

The following is included for informational purposes::

16. Notice of General Description of Area Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 00768891.

EXHIBIT B
Statement of Charges

ALTA Std. Owner Policy	$ tbd
Tax Certification	$ tbd

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D. The Company must receive payment of the appropriate premium.

E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S, 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Recorded 11:13 AM On FEB 1 1982

481867 FEB 1 1982

Reception No. ..... Charlotte Houston, Boulder County Recorder

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

OIL AND GAS LEASE

2-1

FILM1196

AGREEMENT, Made and entered into the 18th day of Jan. 19 82, by and between JAMES L. MEEKS & ERLEEN A. MEEKS, husband and wife

whose post office address is 1130 N. 119th St., Lafayette, CO 80026, hereinafter called Lessor (whether one or more) and MARTIN EXPLORATION MANAGEMENT CORP. whose post office address is PO Box 298, Blue Island, IL 60406, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ** ten and more ** DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Boulder State of Colorado, described as follows, to-wit:

Township 1 North, Range 69 West, 6th P.M.
Section 36: The North half (N½) of the North half (N½) of the Northwest quarter (NW¼) of the Southwest quarter (SW¼)

and containing 10 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~XX~~ 18 months years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth~~ 15% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth~~ 15% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of 15% (15%), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth~~ 15% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

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

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

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

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

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

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

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

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

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

* All royalties and proceeds payable under this lease will be divided equally between James L. Meeks and Erleen A. Meeks, and separate monthly royalty checks will be issued accordingly.

JAMES L. MEEKS SS#:	ERLEEN A. MEEKS
James L. Meeks	Erleen A. Meeks
249-30-6832	249-30-5154

2-2

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF COLORADO
COUNTY OF BOULDER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of January, 19 82, personally appeared James L. Meeks & Erleen A. Meeks, Husband and Wife

and

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 33, 1985

Peter K. Scott Notary Public.

STATE OF
COUNTY OF } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

No. 481867

FROM

TO

Dated, 19

No. Acres

County

Term

This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to
MARTIN EXPLORATION MANAGEMENT CORP.
400 COLORADO BLDG.
1919 14th STREET
BOULDER, COLO. 80302

11-1

#00768891 06/25/86 10:07 AM REAL ESTATE RECORDS
F1415 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

NOTICE OF GENERAL DESCRIPTION
OF AREA SERVED BY
PANHANDLE EASTERN PIPE LINE COMPANY
CONCERNING UNDERGROUND FACILITIES PURSUANT TO
C.R.S SEC. 9-1.5-103 (1) (1981)

Pursuant to C.R.S SEC. 9-1.5-103 (1) (1981), Panhandle Eastern Pipe Line Company hereby gives notice of the following information:

1. Panhandle Eastern Pipe Line Company owns and maintains underground facilities within the County of Boulder, State of Colorado, for the purposes of transmission and gathering of natural gas.

2. The general description of the area served by Panhandle Eastern Pipe Line Company within the County of Boulder, and State of Colorado is as follows, to wit:

(See attached or accompanying system map and list of sections, townships, and ranges.)

33

3. Notice is given that Panhandle Eastern Pipe Line Company may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of Panhandle Eastern Pipe Line Company within the County of Boulder, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: A. A. Smith

Job Title: Area Superintendent

Address: 635 N. 7th, P.O. Box 127
Brighton, CO. 80601

Telephone: (303) 659-5922

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Panhandle Eastern Pipe Line Company.

SIGNED AND SEALED this 23rd day of June, 1986.

PANHANDLE EASTERN PIPE LINE COMPANY

BY: Sharon J. Prater
Senior Right-of-Way Representative

11-2

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 23rd day of June, 1986, by Sharon J. Prater, Panhandle Eastern Pipe Line Company.

WITNESS my hand and official seal.

DENNIS C. HARRIS NOTARY PUBLIC STATE OF COLORADO

Dennis C. Harris
Notary Public

My Commission expires: April 24, 1988

Address: 635 N. 7th. Ave.
Brighton, Co. 80601

1019R/pgl/gw

BOULDER COUNTY

Panhandle Eastern Pipe Line Company has buried natural gas pipelines in the following locations:

TOWNSHIP	RANGE	SECTIONS
1S	69W	1,2
1N	69W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 16,17,18,19,20,21,22,23,24,25,26,27 28,30,33,35,36
2N	69W	1,13,24,25,26,33,35,36
3N	69W	12,26,36
2N	70W	36

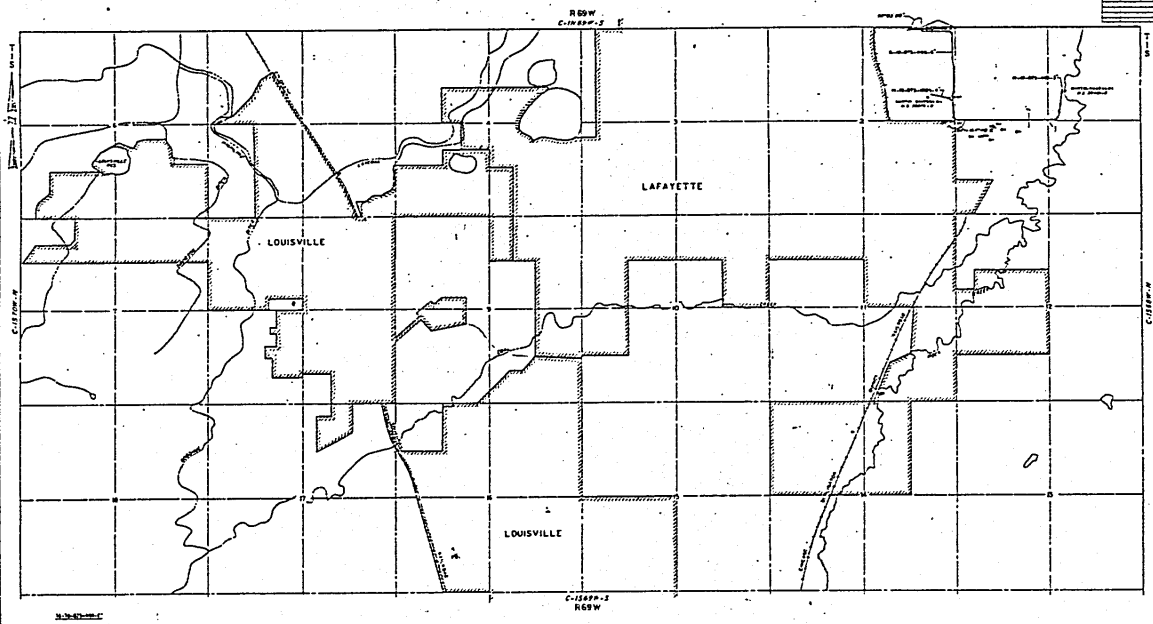
1019R/pg2/gw

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-4



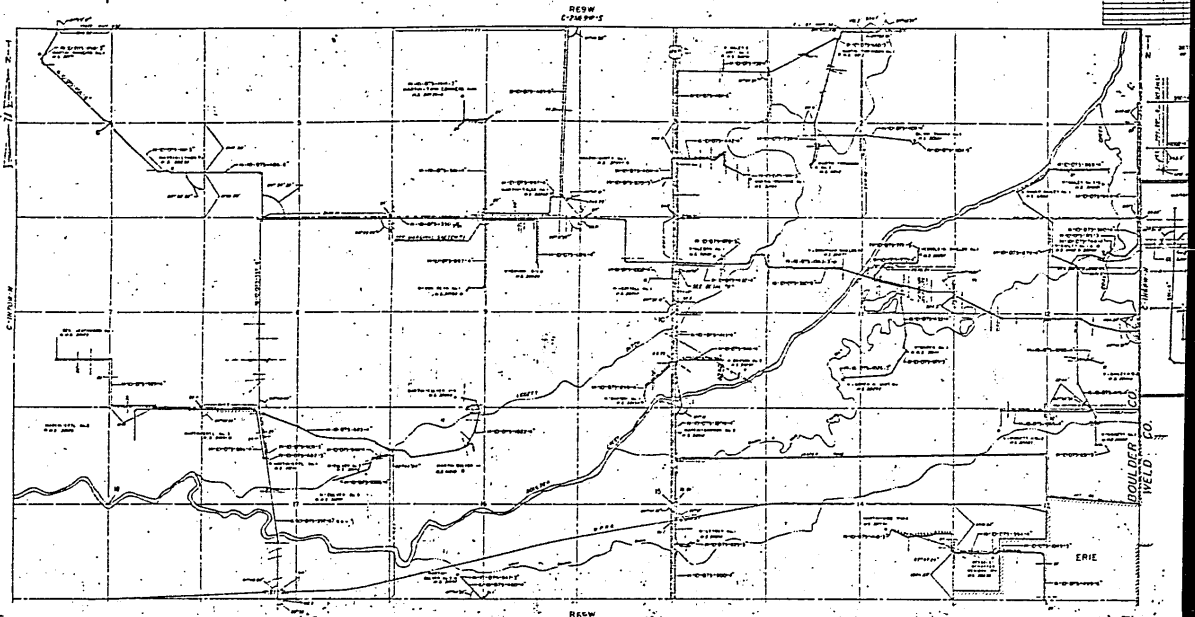
BOULDER
C-IS69

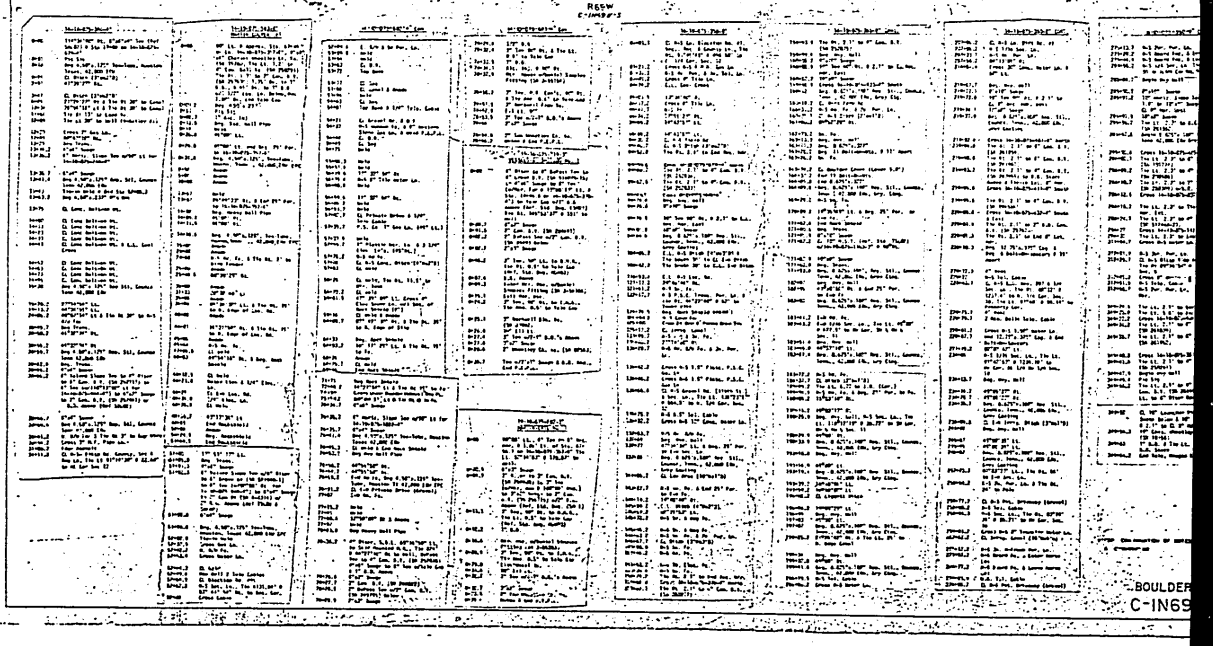
PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-5



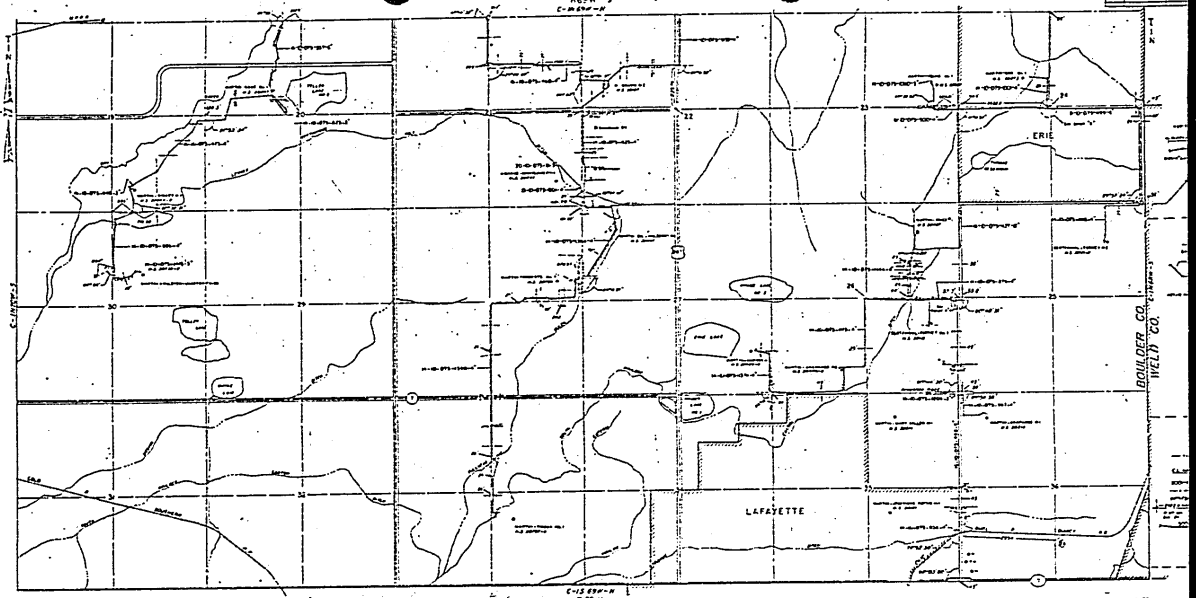


PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-6



BOULDER

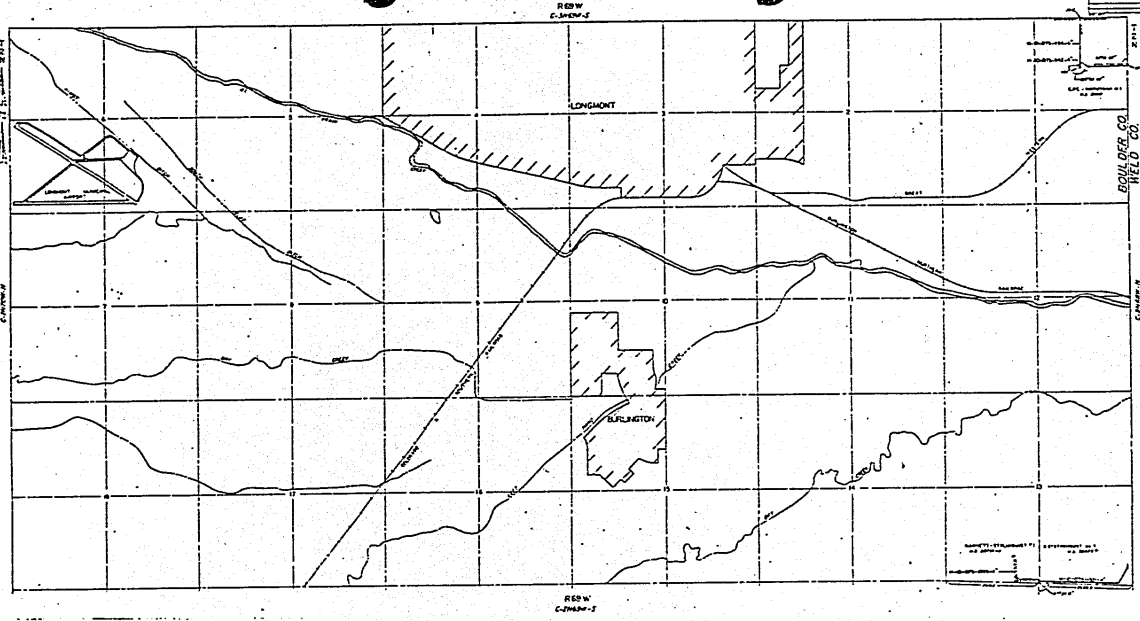
C-IN69

PANHANDLE-EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-7



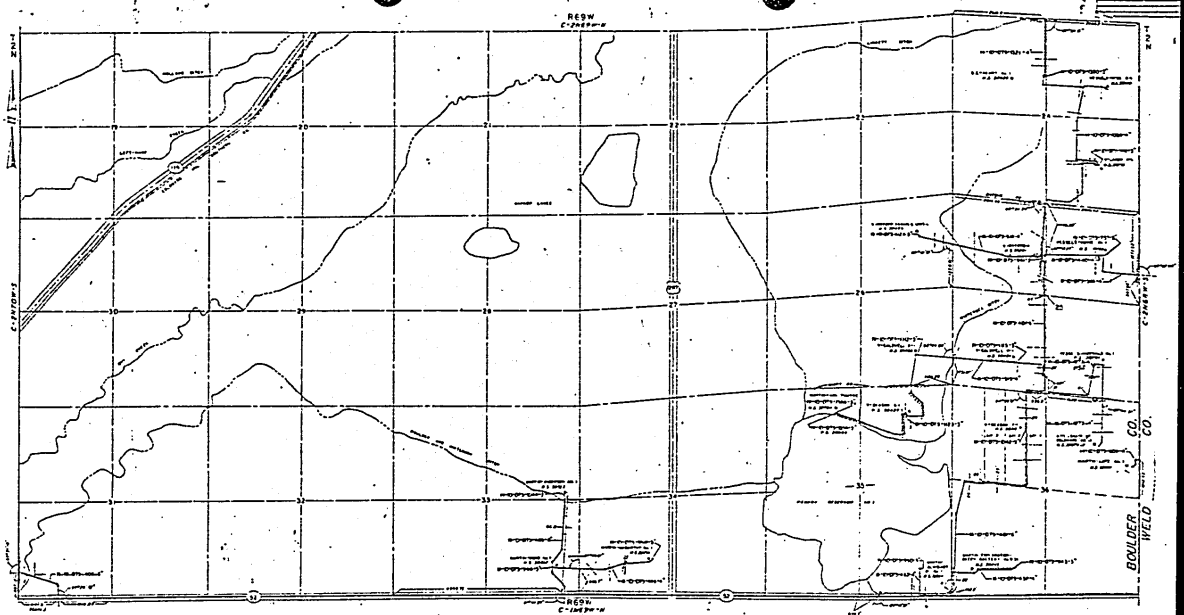
BOULDE
C-2N6

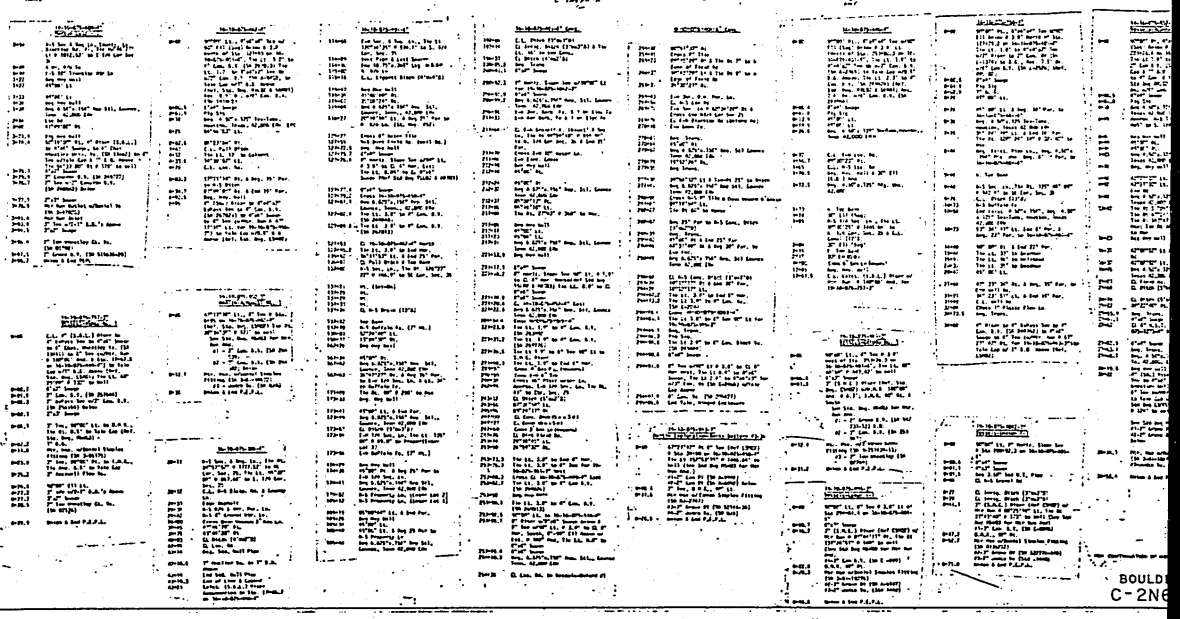
PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=600'

11-8





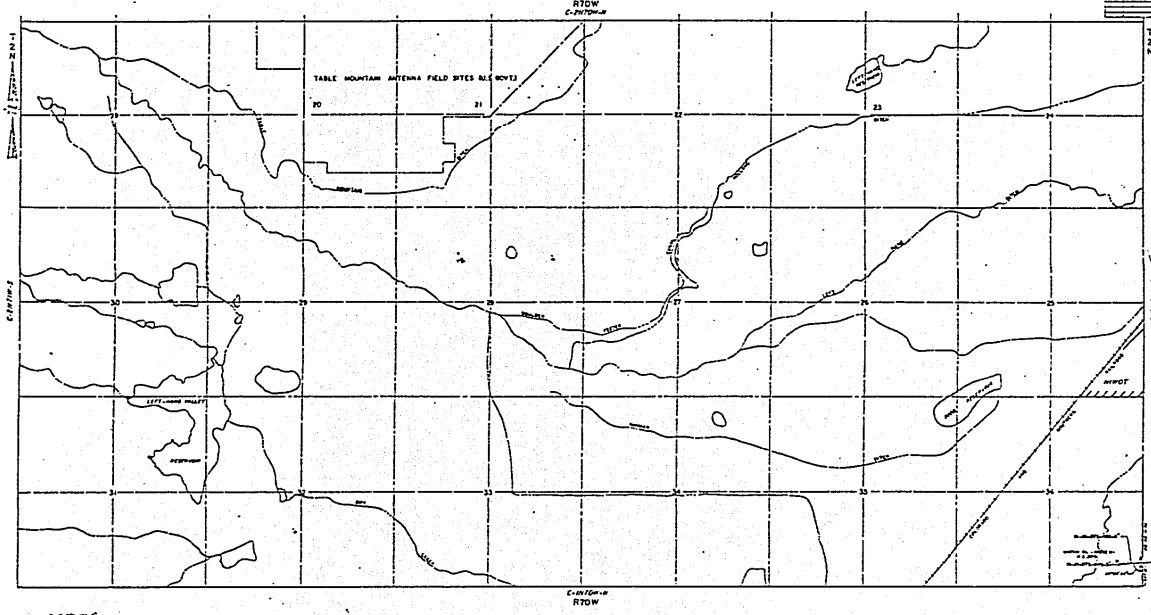
BOULDE

C-2N6

PANHANDLE EASTERN PIPE LINE COMPANY

SCALE 1"=1000'

11-9



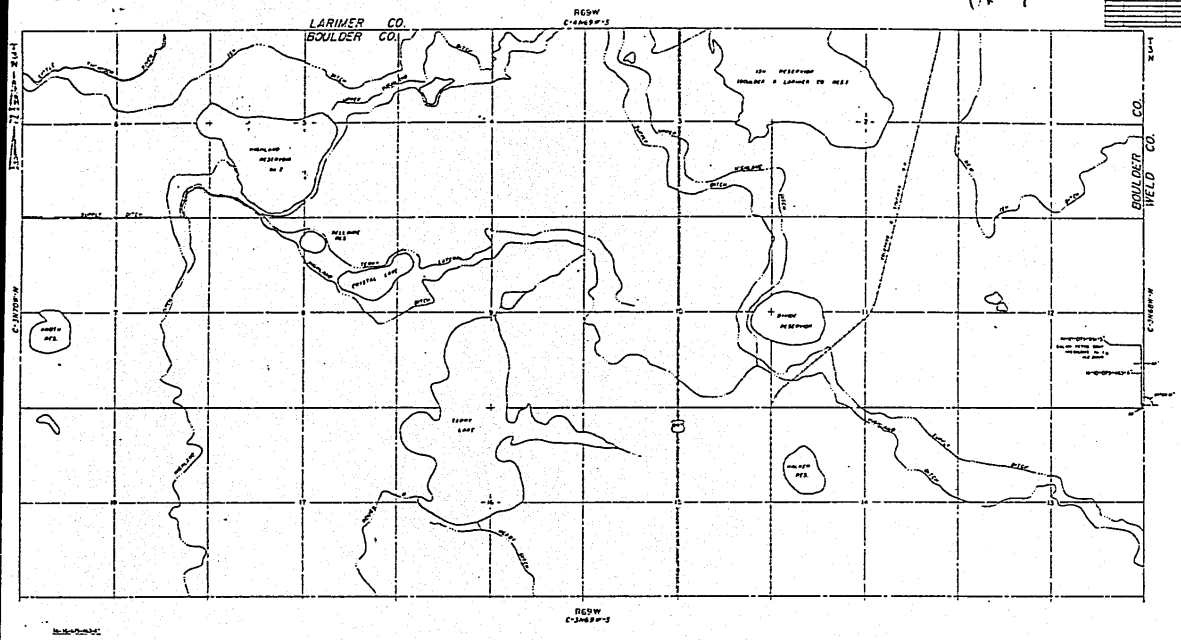
BOULDER
C-2N70W

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-10



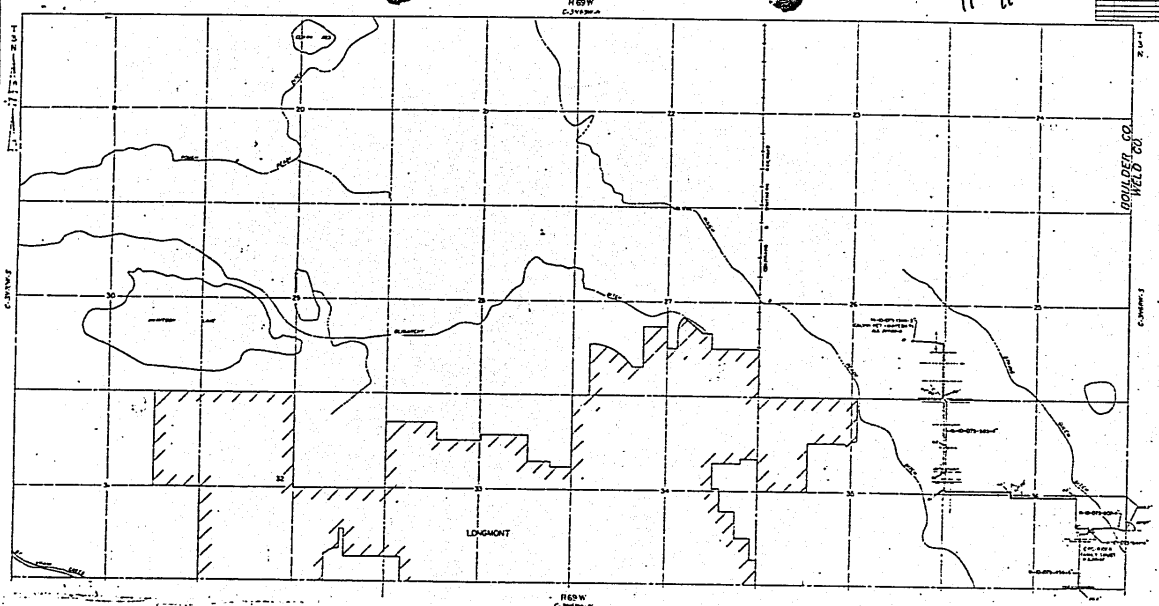
BOULDER
C-3N69

PANHANDLE EASTERN PIPE LINE COMPANY

BOULDER COUNTY, COLORADO

SCALE 1"=1000'

11-11



BOULDE

C-3N6

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Page: 1 of 4
01/23/2001 02:26P
Boulder County Clerk, CO N R 20.00 D 0.00

NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

This Notice of Oil and Gas Interests has been prepared and is being filed of record by **HS Resources, Inc.**, (hereinafter, "HSR") whose address is 1999 Broadway, Suite 3600, Denver, Colorado, for the purpose of providing additional public notice of its rights to make use of the surface of the lands described below for oil and gas exploration, development and related operations. For such purpose, HSR hereby states as follows:

HSR is the owner of certain oil and gas leasehold rights affecting the following described lands in Boulder County, Colorado (the "Lands"):

Township 1 North, Range 69 West, 6th P.M.
Section 36: W/2

HSR's oil and gas leasehold rights in the Lands derive from those valid and subsisting oil and gas leases which are described on Exhibit "A", attached hereto and incorporated herein, and have been duly recorded in the office of the Clerk and Recorder of Boulder County (the "Leases").

Under the laws of the State of Colorado and the provisions of the Leases, HSR has certain rights to occupy and make use of the surface of the Lands, which rights include but are not limited to the right to **PROSECUTE OIL AND GAS DRILLING AND COMPLETION OPERATIONS; PRODUCTION, TRANSPORTATION AND MARKETING OF OIL, GAS OR OTHER HYDROCARBON PRODUCTS AS WELL AS RIGHTS OF ACCESS AND USE OF THE SURFACE OF THE LANDS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND MONITORING OF WELLS, WELL LOCATIONS, EQUIPMENT, MUD AND RESERVE PITS, SEPARATORS, TANK BATTERIES, PIPELINES, GATHERING LINES, FLOWLINES, PIPELINE INTERCONNECTIONS AND ANY AND ALL OTHER REASONABLE OR CUSTOMARY USES OF THE LANDS RELATED TO SUCH OPERATIONS.**

Exhibit "B" attached hereto is a plat of the Lands showing the allowable locations under Colorado Oil and Gas Conservation Commission Rule 318A and indicates potential drillsite locations where oil and gas drilling operations may occur.

This Notice is intended to remain in effect for so long as the Leases, or any extensions or renewals thereof, remain in effect as to any portion of the Lands. It is not intended to enlarge, diminish or in any other way modify the respective rights, interests or titles of any party owning an interest in the Lands, but is to be construed only as giving notice of HSR's lawful rights under the applicable Leases and the laws of the State of Colorado.

HS RESOURCES, INC.

By: _____
James P. Wason
Denver Basin Land Supervisor

CHERYL LIGHT NOTARY PUBLIC

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by James P. Wason, as Denver Basin Land Supervisor of HS Resources, Inc., a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires: 3-24-2004

KPL

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

T1N-R69W

SECTION 36: W/2

BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002670-000	ARAPAHOE 119 LTD	CENTENNIAL PETROLEUM INC	01/23/81	1166	434918	1N	69W	36	N/2NW/4
CO-002671-000	CRANE HOMES INC	MARTIN EXPL MGMT	11/10/81	1190	475619	1N	69W	36	NE/4SW/4, S/2N/2NW/4SW/4
CO-002672-000	MEEKS, JAMES L. & MEEKS, ERLEEN A.	MARTIN EXPL MGMT	01/18/82	1196	481867	1N	69W	36	N/2N/2NW/4SW/4
CO-002673-000	BURT, RAY W.	TODD T HITCHINGS	11/05/80	1153	432902	1N	69W	36	S/2NW/4
CO-002674-001	WANEKA, C. A. ESTATE	TODD T HITCHINGS	02/02/82	1238	531577	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-002	WANEKA, C. C. IND & ADMIN ESTATE LEMBERG, BARBARA	TODD T HITCHINGS	02/02/82	1238	531578	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-003	VIGIL, RUDY	MARTIN EXPL MGMT	01/26/82	1196	481678	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-004	BRANAMAN, LILA R.	MARTIN EXPL MGMT	01/26/82	1196	481677	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-005	LENOX, ALVENA B.	MARTIN EXPL MGMT	01/27/82	1196	482541	1N	69W	36	S/2SW/4, S/2NW/4SW/4

2112330
Page: 2 of 4
01/23/2001 02:26P
Boulder County Clerk, CO N
R 20.00 D 0.00

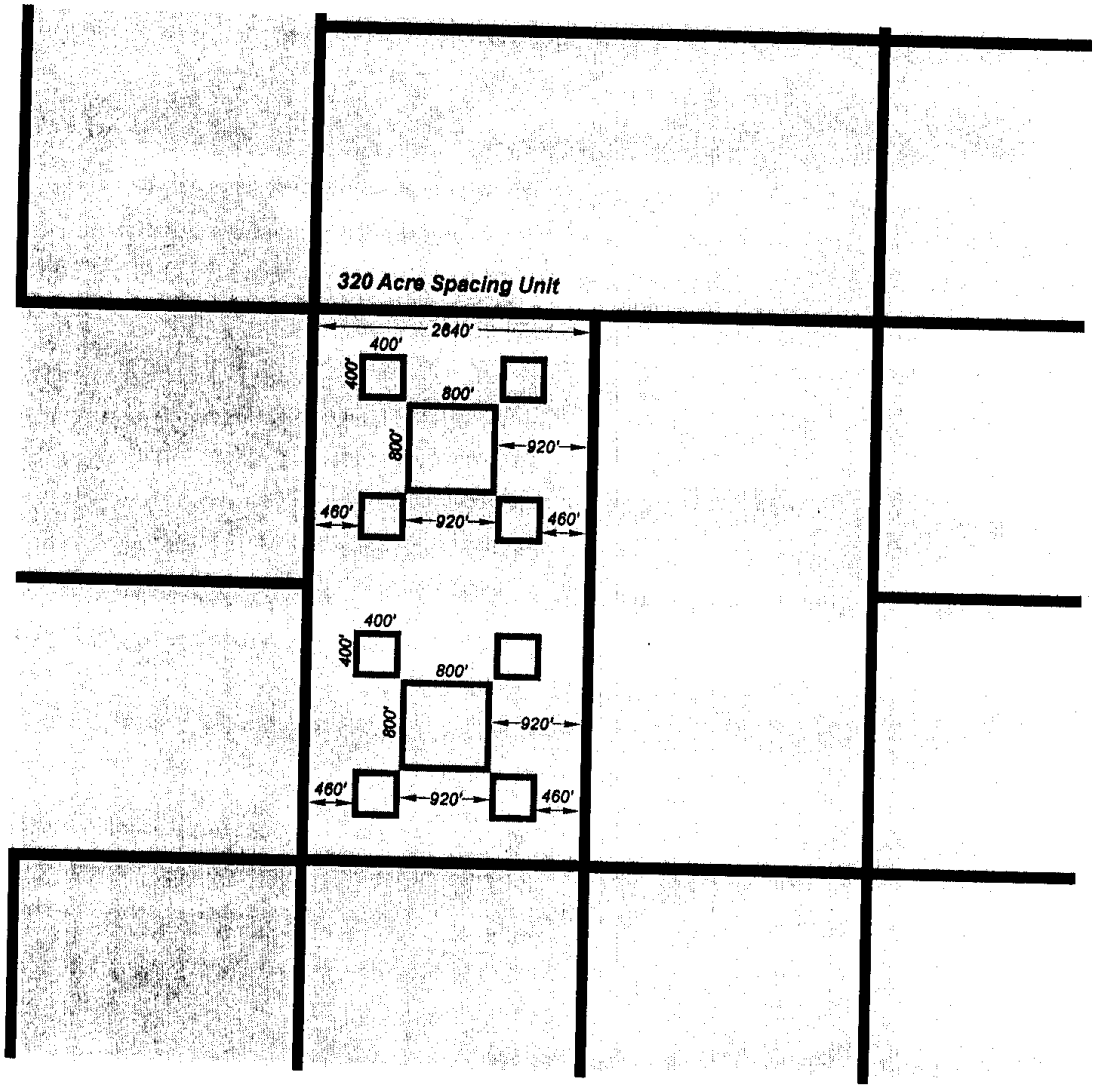
EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SECTION 36: W/2
BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002674-006	ERICKSON, WILMA	MARTIN EXPL MGMT	01/28/82	1196	482093	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-007	MASTERS, JOSEPH E. & MASTERS, ELLA A.	MARTIN EXPL MGMT	01/27/82	1196	481868	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-008	DIETERS, FRED G. & DIETERS, CAROLE A.	MARTIN EXPL MGMT	01/29/82	1198	484396	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-009	EIFLER, JOHN A. & EIFLER, JOAN C.	MARTIN EXPL MGMT	01/27/82	1199	485300	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-010	BISHOP, PAUL & BISHOP, GRACE	MARTIN EXPL MGMT	03/04/82	1200	486685	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-011	BISHOP, NINA GRACE	MARTIN EXPL MGMT	03/04/82	1200	486842	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-012	BISHOP, DONALD D.	MARTIN EXPL MGMT	03/04/82	1202	489818	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-013	BUSS, TERENCE R. & BUSS, SHARON E.	MARTIN EXPL MGMT	04/06/93	1814	1284204	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-014	HENDRICKS, SALLY TERRY TRUST	MARTIN EXPL MGMT	06/08/93	1860	1326291	1N	69W	36	S/2SW/4, S/2NW/4SW/4

2112330
Page: 3 of 4
01/23/2001 02:26P
Boulder County Clerk, CO N
R 20.00 D 0.00

EXHIBIT B

Colorado Oil and Gas Conservation Commission
GREATER WATTENBERG AREA
Special Well Location Rule
318 A



400' x 400'

800' x 800'

Sec. 36 - T 1 N - R 69 W

1000 Ft
Scale

Jwesent1s.cd

2890878
Page: 1 of 3
10/23/2007 01:26P
Boulder County Clerk, CO RFN R 16.00 D 0.00

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT

Noble Energy, Inc., Noble Energy Production, Inc., SOCO Wattenberg Corporation, United States Exploration, Inc. (collectively referred to as "Noble") are Mineral Estate Owners (CRS 24-65.5-102(5)) underlying the following described lands located in Boulder County, CO (the "Subject Lands"):

See Attached Exhibit A for Legal Description

Pursuant to C.R.S. 24-65.5-103(3), Noble hereby requests written notification of any and all Applications for development (C.R.S. 24-65.5-102(2)), all initial public hearings by local government on any Application for development, and all other proposed surface development activities on the Subject Lands in accordance with the terms of C.R.S. 24-65.5. Such notices should be sent to the following address:

Noble Energy, Inc.
Attn: Wattenberg Land Department
1625 Broadway, Suite 2000
Denver, CO 80202

Executed this 3rd day of October, 2007

NOBLE ENERGY, INC.
NOBLE ENERGY PRODUCTION, INC.
SOCO WATTENBERG CORPORATION
UNITED STATES EXPLORATION, INC.

By: _____
P. David Padgett
Manager of Lands, D.J. Basin

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of October, 2007, by P. David Padgett, Manager of Lands, D.J. Basin for Noble Energy, Inc., a Delaware corporation, Noble Energy Production, Inc., a Delaware corporation, SOCO Wattenberg Corporation, a Delaware Corporation and United States Exploration, Inc. on behalf of said corporations.

Witness my hand and official seal. _____
Notary Public

KATHRYN PORTUS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 2/9/2009

Rob

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	2	W/2
BOULDER	1N	69W	2	SE
BOULDER	1N	69W	3	ALL
BOULDER	1N	69W	4	E/2
BOULDER	1N	69W	4	NW
BOULDER	1N	69W	6	E/2
BOULDER	1N	69W	6	NW
BOULDER	1N	69W	8	ALL
BOULDER	1N	69W	9	W/2
BOULDER	1N	69W	9	SE
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	13	W/2
BOULDER	1N	69W	14	NW
BOULDER	1N	69W	14	SE
BOULDER	1N	69W	15	ALL
BOULDER	1N	69W	16	ALL
BOULDER	1N	69W	17	E/2
BOULDER	1N	69W	17	NW
BOULDER	1N	69W	18	N/2
BOULDER	1N	69W	19	S/2
BOULDER	1N	69W	20	N/2
BOULDER	1N	69W	21	W/2
BOULDER	1N	69W	21	NE
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	E/2
BOULDER	1N	69W	23	SW
BOULDER	1N	69W	24	NW
BOULDER	1N	69W	25	SE
BOULDER	1N	69W	26	W/2
BOULDER	1N	69W	26	NE
BOULDER	1N	69W	27	E/2
BOULDER	1N	69W	27	NW
BOULDER	1N	69W	28	E/2
BOULDER	1N	69W	28	NW
BOULDER	1N	69W	29	SW
BOULDER	1N	69W	30	N/2
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	35	E/2
BOULDER	1N	69W	36	ALL
BOULDER	1S	69W	1	ALL
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	11	SW
BOULDER	1S	69W	12	ALL
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	ALL
BOULDER	1S	69W	15	E/2
BOULDER	1S	69W	15	NW

Attached to and made a part of that certain
Request for Notification of Surface Development

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1S	69W	20	SE
BOULDER	1S	69W	21	ALL
BOULDER	1S	69W	22	E/2
BOULDER	1S	69W	22	SW
BOULDER	1S	69W	23	E/2
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	E/2
BOULDER	1S	69W	29	NE
BOULDER	2N	69W	13	W/2
BOULDER	2N	69W	13	SE
BOULDER	2N	69W	14	E/2
BOULDER	2N	69W	14	NW
BOULDER	2N	69W	24	E/2
BOULDER	2N	69W	24	SW
BOULDER	2N	69W	25	SW
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	33	E/2
BOULDER	2N	69W	33	NW
BOULDER	2N	69W	34	S/2
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	E/2
BOULDER	2N	69W	36	SW
BOULDER	3N	69W	12	SE
BOULDER	3N	69W	36	S/2

2900941
Page: 1 of 2
12/21/2007 11:49A
Boulder County Clerk, CO RFN R 11.00 D 0.00

REQUEST FOR NOTIFICATION (Mineral Estate Owner)

Pursuant to C.R.S. Section 24-65.5-101, et seq., as amended, (hereinafter referred to as the "Statute") this Request for Notification shall serve to identify the undersigned, Kerr-McGee Oil & Gas Onshore LP, its successors and assigns, (hereinafter referred to as "Kerr-McGee") as a Mineral Estate Owner, underlying the lands (Surface Estate) described on the attached Exhibit A.

Pursuant to the provisions of the Statute, an Applicant who submits an Application for Development to a local government shall send notice thereof to the Mineral Estate Owner. Such notice must comply with and be sent in accordance with the provisions of the Statute.

All notices shall be sent to:

Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, #1500
Denver, CO 80202
Attn: Land Manager/Wattenberg

or such other address as Kerr-McGee may indicate by filing of record with the clerk a notification of change of address form or an amendment to the request for notification.

Failure by the Applicant to comply with the Statute shall entitle the Mineral Estate Owner to the damages and remedies, both legal and equitable, as provided for in the Statute, or otherwise permitted by the law, including an award of reasonable attorney fees.

All terms used herein, including but not limited to Mineral Estate Owner, Applicant, and Application for Development shall have the meaning provided for in the statute.

Kerr-McGee Oil & Gas Onshore LP

By: _____
Joseph H. Lorenzo, Attorney-in-Fact

STATE OF COLORADO)
CITY AND
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29 day of Nov 2007, by Joseph H. Lorenzo, attorney-in-fact of **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership, on behalf of the partnership.

Witness my hand and official seal.

JUDY L. LUNA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 01/19/2011

Signature _____

Judy L. Luna
Name (Print)
My commission expires

ROB

Attached to and made a part of that certain
REQUEST FOR NOTIFICATION (Mineral Estate Owner)

EXHIBIT A

COUNTY	TOWNSHIP	RANGE	SECTION	DESCRIPTION
BOULDER	1N	69W	1	ALL
BOULDER	1N	69W	4	W/2, SE
BOULDER	1N	69W	6	ALL
BOULDER	1N	69W	10	ALL
BOULDER	1N	69W	11	SW
BOULDER	1N	69W	12	ALL
BOULDER	1N	69W	13	NW, S/2
BOULDER	1N	69W	14	ALL
BOULDER	1N	69W	15	SE
BOULDER	1N	69W	21	ALL
BOULDER	1N	69W	22	ALL
BOULDER	1N	69W	23	ALL
BOULDER	1N	69W	24	W/2
BOULDER	1N	69W	25	W/2, NE
BOULDER	1N	69W	26	N/2, SW
BOULDER	1N	69W	27	E/2, NW
BOULDER	1N	69W	28	N/2, SW
BOULDER	1N	69W	33	SE
BOULDER	1N	69W	34	NW, S/2
BOULDER	1N	69W	36	ALL
BOULDER	2N	69W	12	S/2
BOULDER	2N	69W	13	NW, S/2
BOULDER	2N	69W	14	ALL
BOULDER	2N	69W	17	S/2
BOULDER	2N	69W	22	E/2
BOULDER	2N	69W	24	NE
BOULDER	2N	69W	26	NW, S/2
BOULDER	2N	69W	28	S/2
BOULDER	2N	69W	32	NE
BOULDER	2N	69W	34	ALL
BOULDER	2N	69W	35	ALL
BOULDER	2N	69W	36	NE, S/2
BOULDER	2N	70W	36	S/2
BOULDER	1S	69W	2	N/2
BOULDER	1S	69W	10	S/2
BOULDER	1S	69W	11	S/2
BOULDER	1S	69W	13	N/2
BOULDER	1S	69W	14	E/2, NW
BOULDER	1S	69W	15	N/2, SE
BOULDER	1S	69W	21	N/2
BOULDER	1S	69W	23	N/2, SE
BOULDER	1S	69W	27	N/2
BOULDER	1S	69W	28	NE

First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
Phone: **(303)876-1112** Fax:**(877)235-9185**

DATE: August 01, 2016
FILE NUMBER: NCS-766894-CO
PROPERTY ADDRESS: Vacant Land, Boulder, CO
OWNER/BUYER: Richard Douglas Schillawski/OEO, LLC
YOUR REFERENCE NUMBER: Vacant Land
ASSESSOR PARCEL NUMBER: 146536000014

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:
Transmittal:
Revision No.: 2
Schedule A:
Schedule B - Section 1 Requirements:
Schedule B - Section 2 Exceptions: Revised

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

TO:	**First American Title Insurance Company National Commercial Services**	**TITLE OFFICER:**	**Shari Jacobs**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, Colorado 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sjacobs@firstam.com**
		DELIVERY:	**E-MAIL**

TO:	**First American Title Insurance Company National Commercial Services**	**ESCROW OFFICER:**	**Sonya Bailey**
	1125 17th Street, Suite 500	**PHONE:**	**(303)876-1112**
	Denver, CO 80202	**FAX:**	**(877)235-9185**
		E-MAIL:	**sonyabailey@firstam.com**
		DELIVERY:	**E-MAIL**

To:	**E5X Management**	**ATTN:**	**Matt Janke**
	7353 South Alton Way	**PHONE:**	**(303)770-9111**
	Centennial , CO 80112	**MOBILE:**	**(303)994-5357**
		FAX:	
		E-MAIL:	**mjanke@E5XManagement.com**
		DELIVERY:	**E-MAIL**

To:	**Davis & Ceriani, P.C.** **1350 17th Street Suite 400** **Denver , CO 80202-1581**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Edward Gorab** **(303)534-9000** **(303)534-4618** **egorab@davisandceriani.com** **E-MAIL**

To:	**OEO, LLC** **7353 South Alton Way, Suite A-100** **Englewood, CO 80112**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Chris Elliott** **303-425-3004** **(303)425-3004** **celliott@e5xmanagement.com** **E-MAIL**

To:	**Richard Douglas Schillawski** **1160 North 119th Street** **Lafayette, CO 80026**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	 **303-664-0156** **rschillawski@earthlink.net** **E-MAIL**

To:	**David, Hicks & Lampert Brokerage LLC** **5750 DTC Parkway Suite 200** **Greenwood Village, CO 80111**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Bobby Kline** **bobby.kline@dhlb.com** **E-MAIL**

To:	**First American Title Insurance Company National Commercial Services** **1125 17th Street, Suite 500** **Denver, CO 80202**	**ATTN:** **PHONE:** **MOBILE:** **FAX:** **E-MAIL:** **DELIVERY:**	**Beverly M. Carlson** **(303)876-1138** **(720)775-8892** **(877)235-9185** **bevcarlson@firstam.com** **E-MAIL**

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ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM

Amended 4-15-16

SCHEDULE A

1. Effective Date: July 20, 2016 at 5:00 p.m.

   a. ALTA Owner's Policy (06-17-06)

      Proposed Insured:
      OEO, LLC, a Colorado limited liability company

   b. ALTA Loan Policy (06-17-06) $None

      Proposed Insured:
      None

2. The estate or interest in the Land described or referred to in this Commitment is:

   Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

   Richard Douglas Schillawski

4. The Land referred to in this Commitment is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

   For informational purposes only: Vacant Land,
   Boulder, Colorado

EXHIBIT A

Commitment No.: NCS-766894-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

A tract of land located in the Southwest quarter of the Northwest quarter, Section 36, T1N, R69W of the 6th P.M., Boulder County, Colorado; said tract being more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Northwest quarter from whence the Northwest corner of Section 36 bears N 01°17'40" W, 1333.00 feet and with all other bearings contained herein relative thereto; thence N 89°03'27"E, 1332.38 feet to the Northeast corner of said Southwest quarter of the Northwest quarter; thence S 01°08'00" E, 1329.72 feet to the Southeast corner of said Southwest quarter of the Northwest quarter; thence S 88°54'59" W, 1328.62 feet to the Southwest corner of said Southwest quarter of the Northwest quarter; thence N 01°17'40" W, 1333.00 feet to the Point of Beginning.

County of Boulder, State of Colorado.

NOTE: The legal description set forth above is subject to amendment upon receipt by the Company of the legal description for the "Retained Land".

For informational purposes only: APN: 146536000014

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Payment of all taxes and assessments now due and payable.

4. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.

5. Recordation of a Special Warranty Deed satisfactory to the Company, from Richard Douglas Schillawski, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.

6. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:

   Operating Agreement, and all amendments thereto, if any.

7. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Richard Douglas Schillawski.

8. This item has been intentionally deleted.

9. This item has been intentionally deleted.

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION TWO

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

   NOTE: Upon receipt by the Company of an approved final signed survey and a satisfactory final owner's affidavit Items 1 through 4, above, will be deleted. The Company reserves the right to make additional requirements and/or exceptions upon the review of said survey and affidavit.

4. Any lien, or right to a lien, for services, labor or material furnished at the request of the insured, imposed by law and not shown in the Public Records.

5. Any and all unpaid taxes, assessments and unredeemed tax sales.

   NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.

7. Oil and Gas Lease recorded February 3, 1981 at Reception No. 432902 and any and all Assignments thereof or interests therein.

   NOTE: Affidavit of Lease Extension or Production in connection therewith recorded August 29, 1983 at Reception No. 571669.

   NOTE: Affidavit of Extension of Oil and Gas Lease by Production in connection therewith recorded March 10, 2005 at Reception No. 2670961.

8. An easement for for access, ingress and egress and for utilities and incidental purposes granted to Jack K. Dortch and Elaine J. Dortch, as set forth in an instrument recorded October 2, 1995 at Reception No. 01551894.

9. This item has been intentionally deleted.

10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Notice of Oil and Gas Interest and Surface Use recorded January 23, 2001 at Reception No. 2112330.

11. Rights of the public to any portion of the Land lying within N 119th Street, also known as County Road No. 5.

12. This item has been intentionally deleted.

13. This item has been intentionally deleted.

14. Water rights, claims or title to water, whether or not shown by the public records.

15. Existing leases and tenancies.

    NOTE: Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 15, above, will be deleted.

16. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised _____, prepared by KT Engineering, as Job Number [unknown]:
    a) dirt access road through the center portion of the property;
    b) irrigation ditch and apparatus at the southwest corner of the property;
    c) Goodhue Ditch along the south line of the property;
    d) oil and gas apparatus near the center of the property.

<u>The Following is included for information:</u>

17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Notice of General Description of area served by Panhandle Eastern Pipe Line Company concerning underground facilities recorded June 25, 1986 at Reception No. 768891.

EXHIBIT B
Statement of Charges

ALTA Owner Policy	$
Tax Certification	$

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D. The Company must receive payment of the appropriate premium.

E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S, 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FILM 1153

Recorded 10:13 AM On FEB 3 1981

2-1

Reception No. 432902 Charlotte Houston, Boulder County Recorder

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 5th day of November, 19 80 by and between

Ray W. Burt

of 1160 N. 119th St., Lafayette, CO 80026

hereinafter called lessor (whether one or more) and Todd T. Hitchings

hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ 10.00 and more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Boulder, State of Colorado, described as follows, to-wit:

South 1/2 of the Northwest 1/4 of Section 36, Township 1 North, Range 69 West of the 6th P.M., Boulder County, Colorado.

In the event that this land is subdivided while this lease remains in effect, no new well will be drilled within 100 feet of any house then on the property or under construction without the written approval of the owner of said improvement.

of Section XX, Township XX, Range XX, and containing 80 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~XX~~ five (5) years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank Bank at Lafayette,

X Colorado 80026, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of One Hundred Twenty and no/100---------- DOLLARS ($ 120.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any asignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a co-operative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions below plow depth.

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

Lessee shall pay for damages caused by his operation to growing crops on said lands.

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

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

10. If said lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

FILM 1153

2-2

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

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

Ray W. Burt

Ray W. Burt

NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGMENTS

STATE OF Colorado
COUNTY OF Boulder } ss.

Colorado
INDIVIDUAL, ~~XXXXXXXXXXXXXXXXXX~~

On this 18th day of December, 19 80, before me, personally appeared Ray W. Burt, to me known to be the person ..... described in and who executed the foregoing instrument, and acknowledged to me that ..... executed the same as ..... free act and deed.

My commission expires: My Commission Expires Feb. 4, 1984

Rose Sutton
Notary Public.

NOTARY PUBLIC STATE OF COLORADO ROSE SUTTON

STATE OF .....
COUNTY OF ..... } ss.

Colorado
INDIVIDUAL, ~~XXXXXXXXXXXXXXXXXX~~

On this ..... day of ....., 19 ....., before me, personally appeared .....

....., to me known to be the person ..... described in and who executed the foregoing instrument, and acknowledged to me that ..... executed the same as ..... free act and deed.

My commission expires:

Notary Public.

No. .....

Oil and Gas Lease

FROM

TO

Dated ....., 19.....

No. Acres .....

County

Term .....

This instrument was filed for record on the ..... day of ..... 19 ....., at ..... o'clock ..... M., and duly recorded in Book ....., Page ..... of the records of this office.

Register of Deeds.

By ....., Deputy

When recorded return to
Tolkyn Enterprises
~~155 So. Madison, Suite 302~~
~~Denver, CO 80209 (303) 697-6536~~
37 W Ranch Trail
Marana, Az 85658

1 of 3

STATE OF .....
COUNTY OF ..... } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this ..... day of ..... in the year ....., before me, a Notary Public, personally appeared .....,

known to me to be the ..... of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

Notary Public.

432902

227835 CL

AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION

ARAPAHOE #1-36
WELL NO. 229

FILM 1267

James A. Henshall, Jr., of lawful age, being duly sworn on his oath, states that he is the Vice President, of Martin Exploration Management Corporation, a Delaware Corporation authorized to conduct business in the State of Colorado and that he is authorized to make this Affidavit on behalf of said corporation; and that:

1. Martin Exploration Management Corporation is the owner of an interest in the following described oil and gas lease, covering lands in Boulder County, State of Colorado:

Lessor: Ray W. Burt

Lessee: Todd T. Hitchings

Effective Date: 11/05/80

Filed and Recorded: 2/03/81
Film: 1153 Reception: 432902

STATE OF COLORADO
COUNTY OF BOULDER
FILED FOR RECORD
IN MY OFFICE
AUG 29 10 14 AM '83
CLERK AND RECORDER

571669

Said lease covers the following described lands in said County and State, to wit:

Township 1 North, Range 69 West
Section 36: S/2 NW/4

2. The above lease is for a term of 5 years from the effective date thereof and as long thereafter as oil and/or gas is produced from said land or the leased premises are being developed or operated.

3. The drilling of a test well for oil and gas was commenced on the above-described land or on land pooled or unitized with the above-described land on 11/11/81, said unit comprising the following described lands in said County and State to-wit:

Township 1 North, Range 69 West
Section 36: W/2

and said test well has been determined to be a well capable of producing gas in commercial quantities.

4. This Affidavit is made in compliance with the provisions of Section 38-42-106, Colorado Revised Statutes 1973, and is for the purpose of giving notice that the above-described lease is extended beyond its primary or definite term by the drilling operations and/or well completion set forth in Paragraph 3, hereof.

IN WITNESS WHEREOF, this instrument is executed this 15th day of August, 19 83.

MARTIN EXPLORATION MANAGEMENT CORPORATION

BY: James A. Henshall, Jr.
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15th day of August, 1983, by James A. Henshall Jr., as Vice President of Martin Exploration Management Corporation, a Delaware Corporation licensed to do business in this state.

WITNESS my hand and official seal.

Leslie M. Scott
Notary Public

MY COMMISSION EXPIRES APRIL 13, 1985

(seal)

Recorded #01561894 10/02/95 11:18 AM REAL ESTATE RECORDS
Reception F2090 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

24

QUIT CLAIM DEED

THIS DEED, Made this 29th day of September, 1995,
between ZACHARY TOXIE LANDRUM AND JEANETTE BURT LANDRUM, TRUSTEES OF THE LANDRUM LIVING TRUST OF 1991 AND BILL M. BURT.
of the *County of BOULDER and State of Colorado, grantor(s), and JACK K. DORTCH AND ELAINE J. DORTCH AS JOINT TENANTS

SEC. RECORDING FEE
OCT 2 1995
$ Exempt

whose legal address is 7795 West 101st Ave., Broomfield, CO 80021

of the County of JEFFERSON and State of Colorado, grantee(s).

WITNESSETH, That the grantor(s), for and in consideration of the sum of ----------
UNDER FIVE HUNDRED AND 00/100ths---------- DOLLARS
the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the grantee(s), their heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the County of BOULDER and State of Colorado, described as follows

A 30 foot Easement South of and adjoining the North Line of the following described tract to allow for access, ingress and egress, and for utilities:

A tract of land located in the Southwest Quarter of the Northwest Quarter, Section 36, T1N, R69W of the 6th P.M., Boulder County, Colorado; said tract being more particularly described as follows:
Beginning at the Northwest Corner of said Southwest Quarter, Northwest Quarter from whence the Northwest corner of Section 36 bears N01°17'40"W, 1333.00 feet and with all other bearings contained herein relative thereto; thence N89°03'27"E, 1332.38 feet to the Northeast Corner of said Southwest Quarter, Northwest Quarter; thence S01°08'00"E, 1329.72 feet to the Southeast Corner of said Southwest Quarter, Northwest Quarter; thence S88°54'59"W, 1328.62 feet to the Southwest Corner of said Southwest Quarter, Northwest Quarter; thence N01°17'40"W, 1333.00 feet to the Point of Beginning.

also known by street and number as n/a

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), their heirs and assigns forever.
IN WITNESS WHEREOF, The grantor(s) have executed this deed on the date set forth above

Zachary Toxie Landrum, TRUSTEE
Zachary Toxie Landrum, Trustee of The Landrum Living Trust of 1991

Jeanette Burt Landrum, TRUSTEE
Jeanette Burt Landrum, Trustee of The Landrum Living Trust of 1991

Bill M. Burt
BILL M. Burt

STATE OF ~~COLORADO~~ Louisiana
County of Jefferson } ss

The foregoing instrument was acknowledged before me this day of September, 1995,
by Zachary Toxie Landrum, Trustee of The Landrum Living Trust of 1991 and
Jeanette Burt Landrum, Trustee of The Landrum Living Trust of 1991

My commission expires Life, 19 . Witness my hand and official seal.

Notary Public

UNTIL LIFE
NOTARY PUBLIC
PARISH OF JEFFERSON
STATE OF LOUISIANA

*If in Denver, insert "City and."

KC19613845

STATE OF Texas)
COUNTY OF Hockley) ss:

The foregoing instrument was acknowledged before me this 25th day of September, 1995 by Bill M. Burt.

Witness my hand and official seal.

My commission expires: _____

Jacquie Duncan
NOTARY PUBLIC

JACQUIE DUNCAN
MY COMMISSION EXPIRES
March 8, 1999

2112330
Page: 1 of 4
Boulder County Clerk, CO N R 20.00 D 0.00
01/23/2001 02:26P

NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE

This Notice of Oil and Gas Interests has been prepared and is being filed of record by **HS Resources, Inc.**, (hereinafter, "HSR") whose address is 1999 Broadway, Suite 3600, Denver, Colorado, for the purpose of providing additional public notice of its rights to make use of the surface of the lands described below for oil and gas exploration, development and related operations. For such purpose, HSR hereby states as follows:

HSR is the owner of certain oil and gas leasehold rights affecting the following described lands in Boulder County, Colorado (the "Lands"):

Township 1 North, Range 69 West, 6th P.M.
Section 36: W/2

HSR's oil and gas leasehold rights in the Lands derive from those valid and subsisting oil and gas leases which are described on Exhibit "A", attached hereto and incorporated herein, and have been duly recorded in the office of the Clerk and Recorder of Boulder County (the "Leases").

Under the laws of the State of Colorado and the provisions of the Leases, HSR has certain rights to occupy and make use of the surface of the Lands, which rights include but are not limited to the right to **PROSECUTE OIL AND GAS DRILLING AND COMPLETION OPERATIONS; PRODUCTION, TRANSPORTATION AND MARKETING OF OIL, GAS OR OTHER HYDROCARBON PRODUCTS AS WELL AS RIGHTS OF ACCESS AND USE OF THE SURFACE OF THE LANDS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND MONITORING OF WELLS, WELL LOCATIONS, EQUIPMENT, MUD AND RESERVE PITS, SEPARATORS, TANK BATTERIES, PIPELINES, GATHERING LINES, FLOWLINES, PIPELINE INTERCONNECTIONS AND ANY AND ALL OTHER REASONABLE OR CUSTOMARY USES OF THE LANDS RELATED TO SUCH OPERATIONS.**

Exhibit "B" attached hereto is a plat of the Lands showing the allowable locations under Colorado Oil and Gas Conservation Commission Rule 318A and indicates potential drillsite locations where oil and gas drilling operations may occur.

This Notice is intended to remain in effect for so long as the Leases, or any extensions or renewals thereof, remain in effect as to any portion of the Lands. It is not intended to enlarge, diminish or in any other way modify the respective rights, interests or titles of any party owning an interest in the Lands, but is to be construed only as giving notice of HSR's lawful rights under the applicable Leases and the laws of the State of Colorado.

HS RESOURCES, INC.

By: _____
James P. Wason
Denver Basin Land Supervisor

CHERYL LIGHT
NOTARY PUBLIC

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by James P. Wason, as Denver Basin Land Supervisor of HS Resources, Inc., a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires: 3-24-2004

KPL

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SECTION 36: W/2
BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002670-000	ARAPAHOE 119 LTD	CENTENNIAL PETROLEUM INC	01/23/81	1166	434918	1N	69W	36	N/2NW/4
CO-002671-000	CRANE HOMES INC	MARTIN EXPL MGMT	11/10/81	1190	475619	1N	69W	36	NE/4SW/4, S/2N/2NW/4SW/4
CO-002672-000	MEEKS, JAMES L. & MEEKS, ERLEEN A.	MARTIN EXPL MGMT	01/18/82	1196	481867	1N	69W	36	N/2N/2NW/4SW/4
CO-002673-000	BURT, RAY W.	TODD T HITCHINGS	11/05/80	1153	432902	1N	69W	36	S/2NW/4
CO-002674-001	WANEKA, C. A. ESTATE	TODD T HITCHINGS	02/02/82	1238	531577	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-002	WANEKA, C. C. IND & ADMIN ESTATE LEMBERG, BARBARA	TODD T HITCHINGS	02/02/82	1238	531578	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-003	VIGIL, RUDY	MARTIN EXPL MGMT	01/26/82	1196	481678	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-004	BRANAMAN, LILA R.	MARTIN EXPL MGMT	01/26/82	1196	481677	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-005	LENOX, ALVENA B.	MARTIN EXPL MGMT	01/27/82	1196	482541	1N	69W	36	S/2SW/4, S/2NW/4SW/4

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Page 2 of 4
01/23/2001 02:26P
Boulder County Clerk, CO N
R 20.00 D 0.00

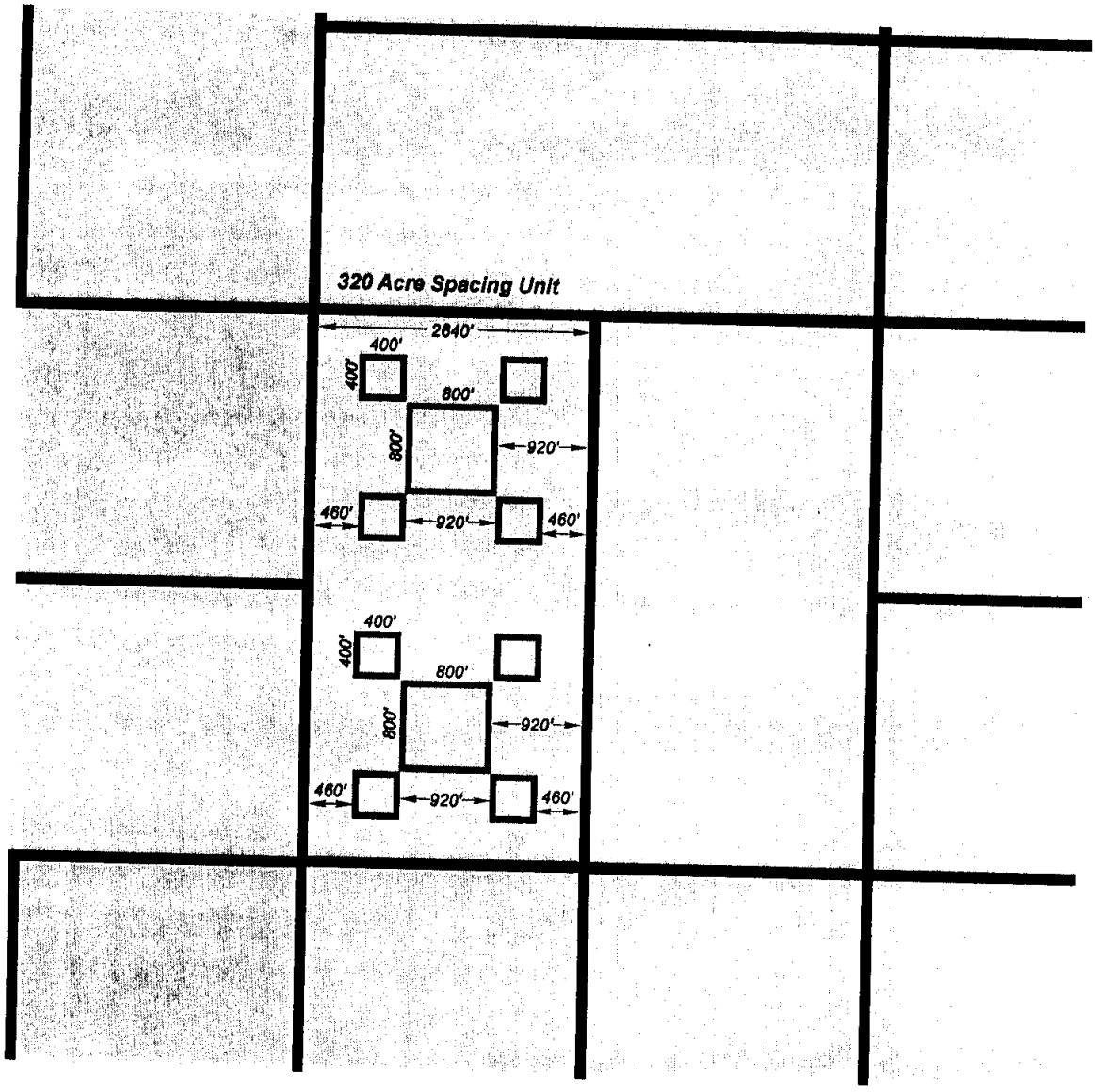
EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SECTION 36: W/2
BOULDER COUNTY, COLORADO

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
CO-002674-006	ERICKSON, WILMA	MARTIN EXPL MGMT	01/28/82	1196	482093	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-007	MASTERS, JOSEPH E. & MASTERS, ELLA A.	MARTIN EXPL MGMT	01/27/82	1196	481868	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-008	DIETERS, FRED G. & DIETERS, CAROLE A.	MARTIN EXPL MGMT	01/29/82	1198	484396	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-009	EIFLER, JOHN A. & EIFLER, JOAN C.	MARTIN EXPL MGMT	01/27/82	1199	485300	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-010	BISHOP, PAUL & BISHOP, GRACE	MARTIN EXPL MGMT	03/04/82	1200	486685	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-011	BISHOP, NINA GRACE	MARTIN EXPL MGMT	03/04/82	1200	486842	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-012	BISHOP, DONALD D.	MARTIN EXPL MGMT	03/04/82	1202	489818	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-013	BUSS, TERENCE R. & BUSS, SHARON E.	MARTIN EXPL MGMT	04/06/93	1814	1284204	1N	69W	36	S/2SW/4, S/2NW/4SW/4
CO-002674-014	HENDRICKS, SALLY TERRY TRUST	MARTIN EXPL MGMT	06/08/93	1860	1326291	1N	69W	36	S/2SW/4, S/2NW/4SW/4

2112330
Page: 3 of 4
01/23/2001 02:26P
Boulder County Clerk, CO N
R 20.00 D 0.00

EXHIBIT B

Colorado Oil and Gas Conservation Commission
GREATER WATTENBERG AREA
Special Well Location Rule
318 A



400' x 400'

800' x 800'

Sec. 36 - T 1 N - R 69 W

1000 Ft
Scale

Jwesonfs.cd

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE BY PRODUCTION

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The undersigned, of lawful age, having been first duly sworn upon his oath, deposes and states:

1. That Patina Oil & Gas Corporation is the record owner and holder of those certain Oil and Gas Lease(s) ("Lease"), as described on Exhibit "A" attached hereto and made a part hereof, covering lands situated in Boulder County, Colorado.

2. That David W. Siple is Vice President for Patina Oil & Gas Corporation.

3. That the Lease is for a definite term of years, days or months from the date thereof and for so long thereafter as oil and gas, or either of them is produced from the lands covered thereby or lands pooled or unitized therewith.

4. That production of oil and gas has been obtained from the following well:

Well Name:	Location:
Arapahoe MC 36-3	Section 36: NE¼NW¼

located in Township 1 North, Range 69 West, 6th P.M., Boulder County, Colorado.

5. That pursuant to Colorado Revised Statute Section 38-42-106 (1973, as amended), David W. Siple, as Vice President for Patina Oil & Gas Corporation, provides notice of the extension of the Lease beyond its primary term as to all of the lands covered by said Lease.

FURTHER AFFIANT SAYETH NOT.

David W. Siple, Vice President

Subscribed and sworn to before me this 18th day of February, 2005.

Kathryn Portus, Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of February, 2005, by David W. Siple, as Vice President for Patina Oil & Gas Corporation, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Kathryn Portus, Notary Public

KATHRYN PORTUS
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 2/9/2009

Exhibit "A"
Attached to and made a part of that certain Affidavit of Extension of
Oil and Gas Leases by Production dated February 18, 2005

WELL NAME: ARAPAHOE MC 36-3 J Sand Deepening

Lease # 1854-000
Lessor: Ray W. Burt
Lessee: Todd T. Hitchings
Date: November 5, 1980
Recording: Film 1153, Reception No. 432902
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: S½NW¼

Lease # 1855-003
Lessor: Donald D. Bishop and Lila E. Bishop, husband and wife
Lessee: Martin Exploration Management Corporation
Date: March 4, 1982
Recording: Film 1202, Reception No. 489818
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: S½NW¼SW¼, more fully described in said lease

Lease # 1855-001
Lessor: C. C. Waneka, individually and as administrator of the Estate of Barbara Lemberg
Lessee: Todd T. Hitchings
Date: February 2, 1983
Recording: Film 1238, Reception No. 531578
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: S½SW¼, S½NW¼SW¼

Lease # 1855-002
Lessor: C. C. Waneka, Kenneth W. Waneka and Wilma W. Huckins, Administrators of the Estate of C. A. Waneka
Lessee: Todd T. Hitchings
Date: February 2, 1982
Recording: Film 1238, Reception No. 531577
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: S½SW¼, S½NW¼SW¼

Lease # 1980-000
Lessor: The Federal Land Bank of Wichita
Lessee: Wiepking-Fullerton Exploration, Inc.
Date: August 17, 1983
Recording: Film 1269, Reception No. 574634
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: S½SW¼, S½NW¼SW¼, less 3 acres for Railroad R-O-W

Lease # 1980-001
Lessor: The Farm Credit Bank of Wichita
Lessee: Wiepking-Fullerton Exploration, Inc.
Date: March 12, 1992
Recording: Film 1721, Reception No. 1169318
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: S½SW¼, S½NW¼SW¼, less 3 acres for Railroad R-O-W less and except the "J" Sand formation

Lease # 1304-000
Lessor: James L. Meeks and Erleen A. Meeks, husband and wife
Lessee: Martin Exploration Management Corporation
Date: January 18, 1982
Recording: Film 1196, Reception No. 481867
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: N½N½NW¼SW¼

Lease # 1852-000
Lessor: Crane Homes, Inc.
Lessee: Martin Exploration Management Corporation
Date: November 10, 1981
Recording: Film 1190, Reception No. 475619
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: NW¼SE¼, NE¼SW¼, S½N½NW¼SW¼

Lease # 1992-001
Lessor: Joseph B. Masters and Ella A. Masters, husband and wife
Lessee: Martin Exploration Management Corporation
Date: January 27, 1982
Recording: Film 1196, Reception No. 481868
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: The East 576.27 feet of the SE¼SW¼

Lease # 1993-001
Lessor: Rudy Vigil and Theresa Vigil, husband and wife
Lessee: Martin Exploration Management Corporation
Date: January 26, 1982
Recording: Film 1196, Reception No. 481678
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: That part of the S½SW¼ more fully described in said lease

Lease # 1996-001
Lessor: Wilma Erickson, a widow
Lessee: Martin Exploration Management Corporation
Date: January 28, 1982
Recording: Film 1196, Reception No. 482093
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: That part of the S½SW¼ more fully described in said lease

Lease # 1995-001
Lessor: Lila R. Branaman, a widow
Lessee: Martin Exploration Management Corporation
Date: January 26, 1982
Recording: Film 1196, Reception No. 481677
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: That part of the S½SW¼ more fully described in said lease

Lease # 1853-002
Lessor: Fred G. Dieters and Carole A. Dieters, husband and wife
Lessee: Martin Exploration Management Corporation
Date: January 29, 1982
Recording: Film 1198, Reception No. 484396
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: That part of the S½SW¼ more fully described in said lease

Lease # 1302-001
Lessor: John A. Eifler and Joan C. Eifler, husband and wife
Lessee: Martin Exploration Management Corporation
Date: January 27, 1982
Recording: Film 1199, Reception No. 485300
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: All that part of the S½SW¼ more fully described in said lease

Lease # 1994-000
Lessor: Alvena B. Lenox, a divorced woman
Lessee: Martin Exploration Management Corporation
Date: January 27, 1982
Recording: Film 1196, Reception No. 482541
Description: Township 1 North, Range 69 West, 6th P.M.
Section 36: All that part of the S½SW¼ more fully described in said lease

Lease #	1302-002
Lessor:	Paul Bishop and Grace Bishop, husband and wife
Lessee:	Martin Exploration Management Corporation
Date:	March 4, 1982
Recording:	Film 1200, Reception No. 486685
Description:	Township 1 North, Range 69 West, 6th P.M. Section 36: A parcel beginning at the SW corner of the SW¼ more fully described in said lease

Lease #	1853-001
Lessor:	Nina Grace Bishop, a widow
Lessee:	Martin Exploration Management Corporation
Date:	March 4, 1982
Recording:	Film 1200, Reception No. 486842
Description:	Township 1 North, Range 69 West, 6th P.M. Section 36: S½SW¼, less tracts more fully described in said lease

Lease #	1286-000
Lessor:	Arapahoe 119, Ltd, a General Partnership
Lessee:	Centennial Petroleum, Inc.
Date:	January 23, 1981
Recording:	Film 1155, Reception No. 4343918, re-recorded at Film 1166, Reception No. 448196
Description:	Township 1 North, Range 69 West, 6th P.M. Section 36: N½NW¼

All in Boulder County, Colorado