



**Angelo Minor Subdivision Application
Written Narrative**

April 9, 2019

General project concept and purpose of the request;

The property is a single buildable lot with an existing house on it. It was recently annexed and is being subdivided for future renovations and in order to connect to town sewer.

The total land area to be subdivided;

The land is 2.502 acres total.

The total number of lots, and if residential the proposed density;

There is one lot proposed.

If non-residential, the total square footage of floor area proposed;

The property is residential. The existing house is 2,864 square feet and the existing barn is 1,289 square feet. Future potential renovation is to be determined.

The total land area to be preserved as open space;

N/A

A brief description regarding the phasing of the proposed subdivision;

No development is planned at this time.

A brief description regarding the availability and adequacy of existing infrastructure and other necessary services including schools, fire protection, water/sewer service, and utility providers;

The property is served by Left Hand Water and intends to connect to Town of Erie Sanitary sewer. The property is served by St. Vrain Valley School District and Mountain View Fire and Rescue.

A brief description regarding the location, function and ownership/ maintenance of public and private open space, parks, trails, common areas, common buildings;

N/A

A brief description regarding the substance of any existing or proposed covenants, special conditions, grants of easements, or other restrictions applying to the proposed subdivision.

40-feet of right of way is being dedicated as part of the subdivision.

LETTER OF AUTHORIZATION

March 1, 2019

To whom it may concern,

This letter is to authorize John Ehrhart, dba Ehrhart Land Surveying, LLC, to be our representative in the matter of the application for a Minor Subdivision on our property located at 4612 119th Street, being part of the Northwest Quarter of Section 14, T1N, R69W of the 6th P.M., Town of Erie, County of Boulder, State of Colorado.

Sincerely,

By *Beverly A. Vernon*
Owner

Beverly A. Vernon
Print name

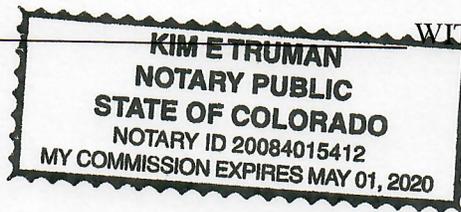
STATE OF COLORADO)
COUNTY OF BOULDER)SS

KNOW ALL PERSONS BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

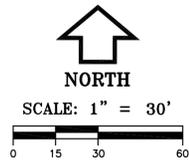
BEFORE ME THIS 11TH DAY OF THE MONTH OF MARCH, A.D., 2019.

MY COMMISSION EXPIRES
SEAL

WITNESS MY HAND AND



Kim E. Truman
03/11/2019



N 1/4 CORNER SECTION 14
2.5" IRON POST WITH 3.25" BLM
BRASS CAP 1952
CONFORMS WITH MONUMENT
RECORD 4/9/01

S88°11'23"W 2639.28'
N LINE OF NE 1/4 SECTION 14

OWNER: BOULDER COUNTY

OWNER: BOULDER COUNTY

261.05'(M) 260.95'(D)
S0°44'25"E

FOUND #5 REBAR WITH YELLOW
PLASTIC CAP LS 23500

NORTH 12.51 FEET OF PROPERTY
RESERVED FOR RIGHT OF WAY IN
PREVIOUS DEEDS

418.71'(M) 418.70'(D)

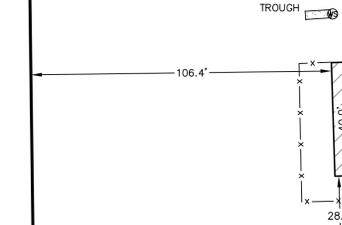
S88°11'23"W

418.71'(M) 418.70'(D)

LEGEND

- FOUND #5 REBAR WITH PLASTIC CAP, LS 24305 - UNLESS OTHERWISE NOTED
- SET #5 REBAR WITH YELLOW PLASTIC CAP, EHRHART LS 29414
- ⊙ SET NAIL & 1" BRASS TAG, EHRHART LS 29414
- ⊕ SECTION CORNER
- (M) MEASURED DISTANCE
- (D) DEEDED DISTANCE
- (R) RECORDED DISTANCE
- ⊙ CLEANOUT
- ⊗ WATER VALVE
- ⊙ GAS METER
- ⊙ WATER METER
- ⊙ WATER WELL
- ⊙ ELECTRIC METER
- ⊙ TELEPHONE PEDESTAL
- ⊙ ELECTRIC RISER
- OHE- OVERHEAD ELECTRIC LINE
- X- FENCE
- ⊙ POWER POLE
- GUY ANCHOR
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ AIR CONDITIONER
- ⊙ MAIL BOX
- ⊙ WATER SPIGOT
- ▒ ASPHALT
- ▒ CONCRETE
- ▒ GRAVEL/DIRT

ALTA TABLE A	
ITEM	OPTIONAL SURVEYOR RESPONSIBILITIES & SPECIFICATIONS
1	MONUMENTS PLACED AS SHOWN HEREON.
2	ADDRESS: 4612 N. 119TH ST.
3	FLOOD ZONE CLASSIFICATION: SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR BOULDER COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0437J, REVISED DECEMBER 18, 2012.
4	GROSS LAND AREA: CONTAINS 108,979 SQUARE FEET OR 2.502 ACRES, MORE OR LESS.
7a	EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL - SHOWN HEREON.
13	NAMES OF ADJOINING OWNERS OF PLATTED LANDS ACCORDING TO CURRENT PUBLIC RECORDS, SHOWN HEREON.



OWNER: BOULDER COUNTY

40' TOWN OF ERIE RIGHT OF WAY
ANNEXED TO THE TOWN OF ERIE PER
ANNEXATION MAP AT REC 3554424 11/1/16

N88°15'29"E
415.58'(M) 415.40'(D)

NE CORNER SECTION 14
#6 REBAR WITH 2.5" ALUMINUM
CAP LS 23500
CONFORMS WITH MONUMENT
RECORD 5/18/98

N. 119TH ST.
40' RIGHT OF WAY

N. 119TH ST.
40' RIGHT OF WAY

N 1/16 CORNER SECTION 13/14
#6 REBAR WITH 2.5" ALUMINUM
CAP LS 23500
CONFORMS WITH MONUMENT
RECORD 8/9/95

NOTES:

- 1) STEWART TITLE GUARANTY COMPANY, FILE NUMBER 01330-93643, DATED JANUARY 25, 2017, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- 2) BEARINGS ARE BASED ON THE WEST LINE OF THE NE QUARTER OF SECTION 14 BEARS N0°03'21"W (ASSUMED), MONUMENTED AS SHOWN HEREON.
- 3) LINEAL UNITS USED ARE U.S. SURVEY FEET.
- 4) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- 5) UTILITY LOCATIONS SHOWN ARE FROM VISIBLE SURFACE EVIDENCE. FOR SPECIFIC LOCATIONS CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987.
- 6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

LEGAL DESCRIPTION

(PER SPECIAL WARRANTY DEED, RECORDED APRIL 25, 2014 AT RECEPTION NO. 3377110)
A PORTION OF THE NE 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 14; THENCE ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 14 SOUTH 261.69 FEET; THENCE SOUTH 88°21'16" WEST 415.40 FEET; THENCE NORTH 0°43'05" WEST 260.95 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 14; THENCE ALONG SAID NORTH LINE NORTH 88°15'49" EAST 418.70 FEET TO THE POINT OF BEGINNING, COUNTY OF BOULDER STATE OF COLORADO.

SURVEYOR'S STATEMENT

TO VERNETTA ANGELO, AND BEVERLY VERNON A LIVING TRUST:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 7(a), AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 6, 2017.


 JOHN P. EHRHART
 COLORADO P.L.S. #29414
 EHRHART LAND SURVEYING, LLC
 P.O. BOX 930, ERIE, COLORADO 80516
 PHONE: (303) 828-3340


ALTA/NSPS LAND TITLE SURVEY 4612 N. 119TH ST. NE 1/4 SECTION 14, T1N, R69W OF THE 6TH P.M. COUNTY OF BOULDER, STATE OF COLORADO	
 P.O. Box 930 • Erie, Colorado 80516 (303) 828-3340 www.coloradots.com	SHEET: 1 OF 1 DATE: 2/12/17 DRAWN BY: JPE PROJECT: S165123

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: F0632479-171-MSK-JHL

1. **Effective Date:** March 15, 2019 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

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

Beverly A. Vernon Living Trust, dated March 24, 2000

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 4612 N 119Th St, Erie, CO 80516-6915

Attached Legal Description

A portion of the NE $\frac{1}{4}$ of Section 14, Township 1 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Northeast corner of Section 14; thence along the East line of the NE $\frac{1}{4}$ of said Section 14 South 261.69 feet; thence South $88^{\circ}21'16''$ West 415.40 feet; thence North $0^{\circ}43'05''$ West 260.95 feet to the North line of said NE $\frac{1}{4}$ of Section 14; thence along said North line North $88^{\circ}15'49''$ East 418.70 feet to the point of beginning,
County of Boulder, State of Colorado.

SCHEDULE B
Exceptions

1. Reservations contained in the Patent

From: The United States of America
To: Oliver E. Wise
Recording Date: June 23, 1904
Recording No: Book 100 at Page 185

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

2. Right of way for North 119th Street.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: right of way purposes over the North 12.51 feet
Recording Date: January 2, 1979
Recording No: Reception No. 316627

4. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: April 7, 1980
Recording No: Reception No. 390668

5. Terms, conditions, provisions, agreements and obligations contained in the Notice of Right to Use Surface of Lands with respect to the aforementioned lease, as set forth below:

Recording Date: December 24, 1996
Recording No.: Reception No. 1666170

6. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 1, 1981
Recording No: Reception No. 444198

7. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: September 17, 1981
Recording No: Reception No. 464588

8. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: August 8, 1994
Recording No.: Reception No. 1452811

9. Terms, conditions, provisions, agreements and obligations contained in the Notice of Right to Use Surface of Lands as set forth below:

Recording Date: February 8, 1999
Recording No.: Reception No. 1903341

10. Terms, conditions, provisions, agreements and obligations contained in the Notice of Oil and Gas Interests and Surface Use as set forth below:

Recording Date: December 11, 2000
Recording No.: Reception No. 2102273

11. Right, title, interest, or claims of interest by the Final Plat of Wise Homestead Park recorded February 22, 2001 at Reception No. 2120726

12. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: April 11, 2006
Recording No.: Reception No. 2769129

13. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification as set forth below:

Recording Date: December 21, 2007
Recording No.: Reception No. 2900941

14. All oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: Beverly A. Vernon Living Trust, dated March 14, 2000
Recording Date: January 14, 2009
Recording No.: Reception No. 2973416

15. Terms, conditions, provisions, agreements and obligations contained in the Wellbore Specific Declaration of Pooling as set forth below:

Recording Date: January 22, 2014
Recording No.: Reception No. 3362992

16. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Application for Development as set forth below:

Recording Date: July 12, 2016
Recording No.: Reception No. 3529919

17. Terms, conditions, provisions, agreements and obligations contained in the Vernon Zoning Map as set forth below:

Recording Date: March 15, 2019
Recording No.: Reception No. 3702593

18. Terms, conditions, provisions, agreements and obligations contained in the Vernon Annexation Agreement as set forth below:

Recording Date: March 15, 2019
Recording No.: Reception No. 3702594

19. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$271,725.00
Trustor/Grantor Beverly A. Vernon and Voyle L. Vernon
Trustee: Public Trustee of Boulder County
Beneficiary: Wells Fargo Bank, N.A.
Recording Date: December 6, 2012
Recording No: Reception No. 3272552

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

Recorded... 10:32 A.M. On JAN 2 1979
316627

Reception No. Charlotte Houston, Boulder County Recorder

PERSONAL REPRESENTATIVE'S DEED
(TESTATE ESTATE)

THIS DEED is made by Albert D. Bloom as Personal Representative of the Estate of Jennie Ogren a/k/a Jennie T. Ogren (an unmarried person)**, deceased, Grantor, to Beverly Riley, Grantee, whose address is 4612 N. 119th, Erie, Colorado 80516.

WHEREAS, the above-named decedent in his lifetime made and executed his Last Will and Testament dated June 1, 1977, which Will was duly admitted to (formal) (informal) probate on October 26, 1977, by the _____ Court in and for the _____ County of Boulder, and State of Colorado, Probate No. 14659;

WHEREAS, Grantor, was duly appointed Personal Representative of said Estate on October 26, 1977, and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto Grantee (in joint tenancy) *~~(for and in consideration of _____ Dollars)*~~ (As the person entitled to distribution of the property under the above captioned Will)* the following described real property situate in the _____ County of Boulder, State of Colorado: The following described property located in the Northeast Quarter of Section 14, Township 1 North, Range 69 West of the 6th P.M., beginning at the Northeast corner of Section 14; thence along the East line of the Northeast Quarter of said Section 14 South 261.69 feet; thence South 88°21'16" West 415.40 feet; thence North 0°43'05" West 260.95 feet to the North line of said Northeast Quarter of Section 14; thence along said North line North 88°15'49" East 418.70 feet to the point of beginning, containing 2.501 acres more or less; RESERVING, HOWEVER, a right of way over the North 12.51 feet of said property. also known as street and number 4612 N. 119th

With all appurtenances, free and clear of liens and encumbrances, except: easements, rights of way, reservations and restrictions of record, if any; oil and gas lease recorded June 6, 1977 on Film 964, Reception No. 225953, Boulder County records; and taxes for 1979.

As used herein, the singular includes the plural and the masculine gender the feminine and neuter genders as the context may require.

Executed December 21, 1978.

Albert D. Bloom
as Personal Representative of the
Estate of Jennie Ogren aka Jennie T. Ogren
(An Unmarried Person)** Deceased

STATE OF COLORADO }
COUNTY OF Boulder } ss.

The foregoing instrument was acknowledged before me this 21st day of December, 19 78, by Albert D. Bloom as Personal Representative of the Estate of Jennie Ogren a/k/a Jennie T. Ogren (an unmarried person)**, Deceased.

Witness my hand and official seal.

My commission expires: February 20, 1980

Elizabeth M. Carr
Notary Public

*Strike as required

**Strike if decedent was married. If stricken, consult Colorado Statutes regarding homestead exemptions for possible requirement of a Deed from surviving spouse.

Beverly Riley
4612 N. 119th
Erie, Colorado 80516

FILM 1111

Recorded 9:45 AM On APR 7 1980
390668

3-1

Reception No. Charlotte Houston, Boulder County Recorder

Form 88 (Producers)
Rev. 1975

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 18th day of March 19 80
by and between Albert C Wise & Olive M Wise H/W W Walter Wise & Esther K Wise H/W
Sarah Allene Wise a single person Longmont Colorado

Party of the first part, hereinafter called lessor (whether one or more) and
Martin Exploration Management Corporation Bx 298 Blue Island Illinois
Party of the second part, hereinafter called lessee

WITNESSETH.

That lessor, for and in consideration of a rental of Ten & More Dollars (\$ 10+), 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, casing-
head 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

For description see exhibit "A" Attached
NOTE: IT IS AGREED THAT ALL BONUS & RENTALS SHALL BE DEPOSITED IN THE
ACCOUNT OF THE "WISE HOMESTEAD" AT LONGMONT, UNITED BANK OF LONGMONT.

*Advt.
2-20-80
EAD*

It is agreed that this lease shall remain in force for a term of 30 (3) years 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 lease 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
one-eighth part of all oil produced and saved from the land premises, or, at lessee's option, may buy or sell such one-eighth 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, one-eighth of the proceeds from the sale of the gas, as such, or gas from wells where gas only
is found and where not sold shall pay a sum equal to the annual delay rental herein as royalty, and while such royalty is so paid such well shall be held
to be a producing well. 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 one-eighth (1/8) 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 18 day of March 19 80. 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, unless the lessee shall on or before said date
pay or tender to the lessor or for the lessor's credit in

United Bank of Longmont
Bank at Longmont, Colorado
of its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership
of the land, the sum of TWO HUNDRED SIXTY FIVE & 89/100 Dollars
which shall operate as rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like
manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively
privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other
rights conferred. 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.
Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and
thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable
hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his
successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such
persons.

Should any well drilled on the land above described be a dry hole or 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 if a well is not commenced before the next rental paying date
same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above provided,
the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no
interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and
rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such
without notice of said reversion to lessor.

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 be-
low 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
is 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 lessor'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 40 acres each for three or more wells, or 640 acres each for the pro-
duction 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 propor-
tion, 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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties
hereby agreed in the event this lease shall be assigned shall constitute a violation of any of the terms of this lease or shall in any way
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 in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said
rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obliga-
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 com-
mittees 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 com-
pliance confer any right of entry or become a bar to the recovery of damages or suit for the forfeiture or cancellation hereof; and while any such
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. In the event of a partial release, the annual delay rental above mentioned shall be reduced
proportionately.

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 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 unassigned by other lessors named herein.

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

W. Walter Wise (SEAL)
Esther K Wise (SEAL)
Sarah Allene Wise (SEAL)
Albert C Wise (SEAL)
Olive M Wise (SEAL)

STATE OF Colorado) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF Boulder) Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of March, 19 80, personally appeared Albert C Wise & Olive M Wise

and Walter Wise & Esther K Wise & Sarah Allene Wise

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My Commission Expires Dec. 10, 1983 Catherine M. Coit

Notary Public.

STATE OF) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF) Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 19 personally appeared

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

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

State of) ss. ACKNOWLEDGMENT (For use by Corporation)
County of)

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.	FROM	TO	Dated	No. Acres	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	Deputy

When recorded return to Martin Exploration Management Corp. 1919 - 14th St. Boulder, CO 80302

300200

EXHIBIT "A"

Township 1 North, Range 69 West

Section 14: $N\frac{1}{2}NE\frac{1}{4}$, the east 10 acres of the $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, and that part of the $SE\frac{1}{4}NW\frac{1}{4}$ and the $NE\frac{1}{4}SW\frac{1}{4}$ lying east of the east line of that certain tract of land deeded by instrument recorded on Film 922, Reception No. 175271, Boulder County records, being 2.23 acres, more or less.

EXCEPT the north one acre of the $NW\frac{1}{4}NE\frac{1}{4}$ and the north three acres of the $NE\frac{1}{4}NE\frac{1}{4}$ of said section 14, recorded on Book 993, Page 23, Reception No. 563935 of the Boulder County records: less a tract of land in the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14, Township 1 North, Range 69 West of the 6th P.M., described as follows:

Beginning at the northeast corner of said Section 14, thence S. $00^{\circ} 10' W.$ 1323.6 feet along the east line of said Section 14; thence S. $88^{\circ} 25' W.$ 1770 feet along the centerline of Jasper Road (County Road 42); thence N. 20 feet to the north line of said Jasper Road, the true point of beginning; thence north 310 feet; thence west 330 feet; thence south 310 feet to the north line of said Jasper Road; thence east along the north line of said Jasper Road to the true point of beginning;

Albert C. Wise
ALBERT C. WISE

Esther K. Wise
~~ESTHER K. WISE~~
Esther K. Wise

Olive M. Wise
OLIVE M. WISE

~~WALTER WISE~~

Sarah Allene Wise
SARAH ALLENE WISE

W. Walter Wise
W. WALTER WISE



THIS AGREEMENT, Entered into this the 29th day of April, 19 81
between Albert D. Bloom as personal representative of the Estate of Jennie T. Ogren, Deceased
6390 Baseline Road
Boulder, Colorado 80303
and The Vessels Company, 600 S. Cherry Street, Denver, CO 80222
hereinafter called lessor,
hereinafter called lessee, does witness:

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

For description of lands see Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary contained herein, all royalty provisions of "one-eighth (1/8)" are hereby amended to be "three-sixteenths (3/16)".

and containing 44.27 acres, more or less.

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

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

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by the lessee on the leased premises, the one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

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

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 29th day of April, 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Longmont National Bank at Longmont, Colorado, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in

said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Forty-Four Dollars & 27/100 dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

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

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

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

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

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

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

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

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

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

Estate of Jennie T. Ogren, Deceased

Witness:

Recorded 10:36 AM On MAY 1 1981

By: Albert D. Bloom
Albert D. Bloom, Personal Representative

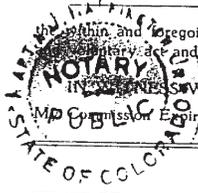
444198
Reception No. Charlotte Houston, Boulder County Recorder

Tax ID # 84-6149945

STATE OF Colorado } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF Boulder } Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of April, 1981, personally appeared Albert D. Bloom as personal representative of the Estate of Jennie T. Ogren, Deceased.

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.

My Commission Expires 4-6-82

Martin J. Henningsen, Notary Public.

STATE OF _____ } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF _____ } Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

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

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

My Commission Expires _____

Notary Public.

State of _____ } ss. ACKNOWLEDGMENT (For use by Corporation)
County of _____ }

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 _____

Vertical lines for recording details: No., FROM, TO, Dated, No. Acres, Term, County, This instrument was filed for record on the day of, at o'clock M., and duly recorded in Volume, Page, of the records of this office. By, County Clerk, Deputy.

VESSELS OIL AND GAS COMPANY
CHERRY CREEK PLAZA #1220
800 SO. CHERRY STREET
DENVER, CO 80222

FILM 1163

3-3

EXHIBIT "A"

The West 30 acres of the NE $\frac{1}{4}$ NW $\frac{1}{4}$; and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, all in Township 1 North, Range 69 West of the 6th P.M. and that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, Township 1 North, Range 69 West of the 6th P.M. described as follows: Commencing at the NE corner of said Section 14; thence South along said Section line 260 feet to a point; thence West 412 feet to a point; thence North 235 feet; thence West to the center line of said Section 14; thence North 25 feet to the North line of said Section 14; thence East along said Section line to the place of beginning; EXCEPT that tract of land conveyed by Jennie T. Ogren to Edythe Roe by Deed recorded May 31, 1961 in Book 1184 at Page 215; AND EXCEPT that tract of land conveyed by Jennie T. Ogren to Rhea Dawn Weber by Deed recorded July 28, 1967 on Film 609 as Reception No. 853357, AND EXCEPT that tract of land conveyed by Jennie T. Ogren to Nancy Lee Horst by Deed recorded October 11, 1968 on Film 649 as Reception No. 893570; AND EXCEPT that tract of land conveyed by Albert D. Bloom, as Personal Representative of the Estate of Jennie T. Ogren to Beverly Riley by Deeds recorded on Film 1044 as Reception No. 316627 and on Film 1048 as reception No. 321773; AND EXCEPT that tract of land conveyed by Jennie T. Ogren to F. Marion Johnson and Lillian Johnson by Deed recorded August 12, 1955 in Book 987 at Page 592.

a. D. B

Recorded 2:16 p.m. On SEP 17 1981
464588
Reception No. Charlotte Houston, Boulder County Recorder

FILM1180

Form 88—(Producers)—
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

2-1

THIS AGREEMENT, Entered into this the 11th day of September 19 81
between Beverly Riley, now by marriage Beverly Vernon
4612 N. 119th
Erie, Colorado 80516
and The Vessels Company, 600 S. Cherry Street, #1220, Denver, CO 80222 hereinafter called lessor,
hereinafter called lessee, does witness:

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

State of Colorado and described as follows:

Township 1 North, Range 69 West, 6th P. M.
Section 14: All that part of the NE $\frac{1}{4}$ of said section as more particularly described under Personal Representatives Deed dated February 2, 1979 and recorded February 5, 1979 on Film #1048, Reception No. 321773. Lessee agrees not to conduct drilling operations upon said lands without first obtaining the prior written consent of Lessor. Notwithstanding anything to the contrary contained herein, all royalty provisions of "one-eighth (1/8)" are hereby amended to be "three-sixteenths (3/16)".

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

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

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 11th day of September 19 82, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the FIRST NATIONAL Bank at LOANMONT, COLORADO 80501, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in

said land or in the oil and gas or in the rentals to accrue hereunder, the sum of TWO DOLLARS AND 50/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

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

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

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

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

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

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

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

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

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

Beverly Riley, now by marriage Beverly Vernon
Beverly Riley, now by marriage Beverly Vernon
SS# 524-62-0588

FILM1180

2-2

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

STATE OF COLORADO ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
COUNTY OF BOULDER ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11th day of September, 1981, personally appeared Beverly Riley, now by marriage Beverly Vernon

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My Commission Expires APRIL 6, 1982 Notary Public.

STATE OF _____ ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
COUNTY OF _____ 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 _____

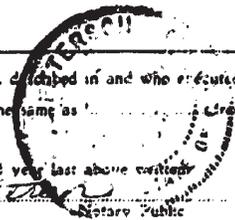
464588
No. _____
FROM _____
TO _____
ted _____ 19____
Acres _____
County _____
This instrument was filed for record on the _____ of _____ 19____ at _____ o'clock _____ M., and duly recorded in _____ Page _____ of the records of this office.
County Clerk _____ Deputy _____
When recorded return to THE VESSELS COMPANY, SUITE 1220 CHERRY CREEK PLAZA, 600 SOUTH CHERRY STREET, DENVER, COLORADO 80222

STATE OF Colorado } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF Weld } Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21
day of July, 1991, personally appeared Beverly Riley

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
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 My Commission expires Nov. 30, 1996 [Signature]
Notary Public



STATE OF _____ } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF _____ } 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
and voluntary act and deed for the uses and purposes therein set forth.

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

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

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

FROM TO
No. _____
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:
Return To:
BASIN EXPLORATION, INC.
370 17th Street, Suite 1800
Denver, CO 80202
Attn: MARY ANNE HAUPT

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED THE 19TH DAY OF JULY, 1994, BY AND BETWEEN BEVERLY RILEY AND BASIN EXPLORATION, INC

DESCRIPTION

TOWNSHIP 1 NORTH, RANGE 69 WEST, 6TH P M
SECTION 14 BEGINNING AT THE NORTHEAST CORNER OF SECTION 14, THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 SOUTH 261.69 FEET, THENCE SOUTH 88°21'16" WEST 415.40 FEET, THENCE NORTH 00°43'05" WEST 260.95 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 14, THENCE ALONG SAID NORTH LINE NORTH 88°15'49" EAST 418.70 FEET TO THE POINT OF BEGINNING

CONTAINING 2.5 ACRES MORE OR LESS

ADDENDUM

NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT LESSEE SHALL HAVE NO RIGHT HEREUNDER, WHATSOEVER, TO ENTER UPON OR USE THE SURFACE OF ANY OF THE LANDS LEASED HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR

NOTICE OF RIGHT TO USE SURFACE OF LANDS

State of Colorado

County of Boulder

THE UNDERSIGNED Philip G. Wood, as the Land Manager of VESSELS OIL & GAS COMPANY, a Colorado corporation ("Vessels"), whose address is 1050 Sovereign Street, Suite 2000, Denver, Colorado 80265, on behalf of Vessels, being first duly sworn, states as follows:

"Vessels" is the owner of or has the right to an undivided interest in that (those) certain Oil and Gas Lease (or Leases) dated March 18, 1980 recorded at File: 1111, Reception No. 390668 of the records of the office of the County Clerk and Recorder, Boulder County, Colorado (the "Leasehold").

The undersigned is familiar with the terms and conditions of the Leasehold and hereby confirms it is a valid and subsisting lease which has been extended beyond its primary term of years by the actual drilling and production from a well or wells capable of producing oil and/or gas on lands covered by the Leasehold or lands which have been pooled or unitized therewith under the terms of the Leasehold or a modification thereof.

Pursuant to the Leasehold, Vessels, its agents, employees, designees, co-owners, successors and assigns hold certain rights to use and access the surface of the lands described therein for the purpose of, among other things, the DRILLING, OPERATING, PRODUCING AND MAINTAINING OIL AND/OR GAS WELLS ALONG WITH THE LOCATING OF ROADS, CONSTRUCTING OF PIPELINES, TANK BATTERIES OR OTHER FACILITIES ALL OF SUCH SURFACE USES SUBJECT TO AND AS MAY BE PROVIDED FOR UNDER AND IN ACCORDANCE WITH THE TERMS MORE SPECIFICALLY SET FORTH IN THE LEASEHOLD, AT LOCATIONS WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

TOWNSHIP 1 NORTH, RANGE 69 WEST

Section 14: N/2NE1/4, the east 10 acres of the NE1/4NW1/4, NE1/4SW1/4, SW1/4NE1/4, W/2SE1/4NE1/4, N/2SE1/4, and that part of the SE1/4NW1/4 and the NE1/4SW1/4 lying east of the east line of that certain tract of land deceded by instrument recorded on File: 922, Reception No. 175271. Boulder County records, being 2.23 acres, more or less.

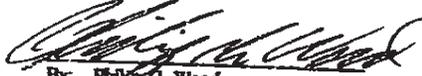
EXCEPT the north one acre of the NW1/4NE1/4 and the north three acres of the NE1/4NE1/4 of said section 14, recorded on Book 993, Page 23, Reception No. 563935 of the Boulder County records: less a tract of land in the NW1/4 of the NE1/4 of Section 14, Township 1 North, Range 69 West of the 6th P. M., described as follows:

Beginning at the northeast corner of said Section 14, thence S. 00° 10' W. 1323.6 feet along the east line of said Section 14, thence S 88° 25' W. 1770 feet along the centerline of Jasper Road (County Road 42); thence N. 20 feet to the north line of said Jasper Road, the true point of beginning; thence north 310 feet; thence west 330 feet; thence south 310 feet to the north line of said Jasper Road; thence east along the north line of said Jasper Road to the true point of beginning; Boulder County, Colorado

THE PURPOSE HEREOF IS to provide notice to all interested parties, including the apparent surface owner thereof, Ester Wise Ida Kueker, its or their heirs, successors and assigns, that Vessels asserts its ongoing right to use the surface of the lands above described for the purpose of locating and drilling an oil and/or gas well and for other uses allowed by the Leasehold now and at some future date. This notice is intended to remain in force so long as the Leasehold, or any extension or renewal thereof remains in effect as to the above described lands or any portion thereof. However, nothing herein contained shall be construed to limit the rights or enlarge the obligations of Vessels, its agents, employees, designees, co-owners, successors or assigns to further develop the Leasehold, nor shall it be construed as a commitment to actually commence the drilling of a well on lands subject to the Leasehold. Vessels or any other party owning an interest in said lands or Leasehold. Further, this Notice shall not be construed to modify or disclaim any interest of Vessels or any other party in any other valid lease or leases which along with the Leasehold may form a part of a pooled or unitized area for an existing well or which may become part of a future spacing unit or pooled area or may actually cover an interest in the specific lands herein described.

WITNESS MY HAND AND SEAL THIS 9th day of December, 1996.

VESSELS OIL & GAS COMPANY



By: Philip G. Wood
Title: Land Manager

7

NOTICE OF RIGHT TO USE SURFACE OF LANDS

THE UNDERSIGNED, James P. Wason, as Denver Basin Land Supervisor, of HS RESOURCES, INC., a Delaware corporation ("HSR"), whose address is 1999 Broadway, Suite 3600, Denver, Colorado 80202, on behalf of HSR, states as follows:

HSR is the owner of or has the right to an undivided interest in and to those certain Oil and Gas Leases set forth on Exhibit "A" attached hereto and by this reference made a part hereof, as same may be amended, (hereinafter referred to as the "Oil and Gas Leases").

The undersigned is familiar with the terms and conditions of the Oil and Gas Leases and hereby confirms such as a valid and subsisting Oil and Gas Leases which are within or have been extended beyond their primary terms by the actual drilling and production from a well or wells capable of producing oil and/or natural gas on lands covered by the Oil and Gas Leases or lands which have been pooled or unitized therewith.

HSR, its agents, employees, designees, co-owners, successors and assigns hold certain rights to use and access the surface of the lands described below for the purpose of, among other things, DRILLING OR COMPLETION OPERATIONS OR CONTINUING ACTIVITIES FOR THE PRODUCTION OR TRANSPORTATION OF OIL, GAS, OR OTHER HYDROCARBONS OR PRODUCTS ASSOCIATED WITH THE FOREGOING INCLUDING, BUT NOT LIMITED TO, SURFACE USE, INGRESS TO, EGRESS FROM, AND CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND MONITORING OF WELLS, LOCATIONS, EQUIPMENT, MUD AND RESERVE PITS, WELLHEAD EQUIPMENT, SEPARATORS, TANK BATTERIES, PIPELINES, GATHERING LINES, FLOWLINES, PIPELINE INTERCONNECTIONS, AND ANY AND ALL OTHER REASONABLE OR CUSTOMARY USES OF LAND RELATED TO SAID OPERATIONS OR ACTIVITIES. ALL OF SUCH SURFACE USES ARE SUBJECT TO THE TERMS SET FORTH IN THE OIL AND GAS LEASES, AT LOCATIONS WITHIN THE FOLLOWING DESCRIBED LANDS:

Township 1 North, Range 69 West, 6th P.M.
Section 14: All less a portion of the NW/4NW/4;
Boulder County, Colorado

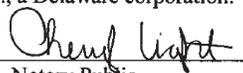
NOTICE is hereby provided to all interested parties, including any surface owners, their heirs, assigns and successors-in-interest that HSR has an ongoing right to use the surface of the lands described above for any use allowed by the Oil and Gas Leases now or at some future date. This notice is intended to remain in force for as long as the Oil and Gas Leases, or any extensions or renewals thereof remain in effect as to the above described lands or any portion thereof. However, nothing herein contained shall be construed to limit the rights or enlarge the obligations of HSR or any other party owning an interest in said lands or Oil and Gas Leases. Further, this notice shall not be construed to modify or disclaim any interest HSR or any other party may have in any other valid lease or leases which along with the Oil and Gas Leases may form a part of a pooled or unitized area for an existing well or which may become part of a future spacing unit or pooled area or may actually cover an interest in the specific lands herein described.

HS RESOURCES, INC.
By: 
James P. Wason
Denver Basin
Land Supervisor

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

The foregoing instrument was acknowledged before me this 22nd day of January, 1999, by James P. Wason, as Denver Basin Land Supervisor of HS Resources, Inc., a Delaware corporation.

WITNESS my hand and official seal.


Notary Public
Address: 1999 Broadway #3600
Denver, Co 80002

My Commission expires: 3-24-2000

Lessee #	Book	Record	County	Lessor	Lessee	Date	Sec	Typ	Ring	Description
CO-003949-000	1185	470379	BOULDER	BARTHOLF, PAUL D. & BARTHOLF, PAMELA A.	MARTIN EXPLORATION MANAGEMENT CORP.	10/16/81	14	N	69W	LT 7 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003950-000	1181	465055	BOULDER	BURINDA, LOUIS E. & BURINDA, SHARON J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	LT 13 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-002597-000	1192	478542	BOULDER	GIBSON, WILLIAM A. & GIBSON, SALLY S.	DUNE PETROLEUM CO	11/30/81	14	N	69W	LT 15 & 16 BLK 2 BROWNSVILLE 2ND FILING REC PLAN FILE R-1-1-32 & 33 DTD 4/30/64
CO-002696-000	1185	469681	BOULDER	MUELLER, JOHANN & MUELLER, SUSANNE	MARTIN EXPL. MGMT	10/17/81	14	N	69W	LT 9 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) REC PLAT BK 9 PG 60 DTD 11/1/63
CO-003950-000	1181	465055	BOULDER	BURINDA, LOUIS E. & BURINDA, SHARON J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	LT 13 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4 BELOW
CO-003952-000	1182	466014	BOULDER	ALLEN, DENNIS C. & ALLEN, PAMELA J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	LT 10 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-003980-000	1180	464637	BOULDER	MURRAY, LOUISE M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	LT 9 & 10 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW4
CO-003981-000	1185	470380	BOULDER	NORTON, JAMES G. & NORTON, SHARON K.	MARTIN EXPLORATION MANAGEMENT CORP.	10/19/81	14	N	69W	LT 2 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 DTD 4/30/64 IN SW4
CO-003982-000	1183	467493	BOULDER	NEBERGER, WAYNE A. & NEBERGER, CAROLYN M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	LT 2 BLK 4 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW4
CO-003983-000	1183	467497	BOULDER	NEWTON, BRAD L. & NEWTON, BARBARA J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	E2 OF LT 2 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW4
CO-003984-000	1185	470043	BOULDER	PARROTT, KENNETH N.	MARTIN EXPLORATION MANAGEMENT CORP.	09/25/81	14	N	69W	LT 14 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-003985-000	1183	467499	BOULDER	PEARSON, WAYNE E. & PEARSON, LODEMA J.	MARTIN EXPLORATION MANAGEMENT CORP.	10/15/81	14	N	69W	LT 13 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW4
CO-003986-000	1186	471115	BOULDER	POUNDS, WALTER R. & POUNDS, VIRGINIA M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/25/81	14	N	69W	LT 7 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW4
CO-003987-000	1182	466019	BOULDER	PEEK, CHARLES A. & PEEK, LILLIAN	MARTIN EXPLORATION MANAGEMENT CORP.	10/21/81	14	N	69W	LT 5 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 DTD 4/30/64 IN SW4
CO-003988-000	1183	467488	BOULDER	QUYNN, LLOYD M. & QUYNN, RITA M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/22/81	14	N	69W	LT 1 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-003989-000	1183	467494	BOULDER	REIDER, BYRON L. & REIDER, AGNETA M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/27/81	14	N	69W	LT 4 BLK 3 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-003990-000	1182	466012	BOULDER	RIESEBERG, FREEDO V.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	W2 OF LT 2 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003992-000	1188	473161	BOULDER	RODRIGUEZ, FELIX & RODRIGUEZ, CORDELIA A.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	N	69W	LT 11&12 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW4
CO-003994-000	1184	469008	BOULDER	SIEG, ANNA MAE	MARTIN EXPLORATION MANAGEMENT CORP.	10/27/81	14	N	69W	LT 9 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-003996-000	1183	467495	BOULDER	SCHAIBLE, FREDERIC W. & SCHAIBLE, BRENDA S.	MARTIN EXPLORATION MANAGEMENT CORP.	10/02/81	14	N	69W	THE E 143' OF LT 7 BLK 7 & ALL LT 8 BLK 7 BROWNSVILLE SUB PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003998-000	1185	470518	BOULDER	VAN DER SCHOUW, MARTIN G. & VANDER SCHOUW, LOIS M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/24/81	14	N	69W	LT 9 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4
CO-003981-000	1182	466003	BOULDER	COWAN, PATRICIA T.	MARTIN EXPLORATION MANAGEMENT CORP.	10/26/81	14	N	69W	A SMALL TRIANGLE SHAPE PORTION OF LT 5 BLK 7 IN SE CORNER OF LT 5 PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003983-000	1181	465060	BOULDER	EICHINGER, DELBERT C. & EICHINGER, JOANN	MARTIN EXPLORATION MANAGEMENT CORP.	09/22/81	14	N	69W	LT 9 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003985-000	1187	472570	BOULDER	FRED, DONNIE H. & FRED, JUANITA J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/18/81	14	N	69W	LT 6 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003986-000	1187	472570	BOULDER	FRED, DONNIE H. & FRED, JUANITA J.	MARTIN EXPLORATION MANAGEMENT CORP.	10/30/81	14	N	69W	LT 10 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003986-000	1186	471351	BOULDER	GRESS, MARCUS W. & GRESS, BETTY L.	MARTIN EXPLORATION MANAGEMENT CORP.	10/30/81	14	N	69W	LT 19 BLK 2 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW4





Exhibit "A"
 Attached to and made a part of that certain Notice Of Right To Use Surface Of Lands dated January 22, 1999

CO-002587-000	1192	478542	BOULDER	GIBSON, WILLIAM A. & GIBSON, SALLY S.	DUNE PETROLEUM CO	11/03/81	14	IN	69W	LT 15 & 16 BLK 2 BROWNSVILLE 2ND FILING REC PLAN FILE R-1-1-32 & 33 DTD 4/30/64
CO-004022-000	1187	472489	BOULDER	WHISENHUNT, BOBBY R. & WHISENHUNT, YVONNE E. M.	MARTIN EXPLORATION MANAGEMENT CORP.	10/26/81	14	IN	69W	LT 8 BLK 1 BROWNSVILLE SUBDIVISION LESS E 139.07' & W 138.06' IN SE/4 BK 9 PG 60 11/1/63
CO-004023-000	1186	471116	BOULDER	WHITFIELD, BILLY JOE & WHITFIELD, BETTY JEAN	MARTIN EXPLORATION MANAGEMENT CORP.	10/02/81	14	IN	69W	LT 5 BLK 6 BROWNSVILLE SUBDIVISION IN SE/4 REC PLAT BK 9 PG 60 11/1/63
CO-004024-000	1183	467498	BOULDER	WHAELTI, CLINTON E. & WHAELTI, VELDA J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/26/81	14	IN	69W	LT 1 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002550-000	1181	465062	BOULDER	WHITE, GEORGE I. & WHITE, LYNDA K.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	IN	69W	LT 13 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002550-000	1183	467487	BOULDER	WILLIAMS, PAUL M. & WILLIAMS, MARY M.	MARTIN EXPL. MGMT	09/24/81	14	IN	69W	LT 20 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002551-000	1181	465064	BOULDER	WROBLEWSKI, JOHN J. & WROBLEWSKI, CHARLOTTE R.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 6 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002552-000	1182	466015	BOULDER	YOUNGMAN, RONALD E. & YOUNGMAN, JEAN M.	MARTIN EXPL. MGMT	09/22/81	14	IN	69W	LT 5 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002553-000	1179	463408	BOULDER	YOUNG, RODNEY R. & CITO, GELIA A.	MARTIN EXPL. MGMT	09/09/81	14	IN	69W	LT 8 BLK 2 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002554-000	1182	466004	BOULDER	ADLER, MICHAEL J. & ADLER, MARY C.	MARTIN EXPL. MGMT	09/22/81	14	IN	69W	LT 22 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002555-000	1182	466009	BOULDER	ANDERSON, LYMAND. & ANDERSON, SHARROLL F.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 8 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002556-000	1209	497932	BOULDER	BALTIC AVE PARTNERSHIP, ALVIN L. MOORE PARTNER	MARTIN EXPL. MGMT	06/07/82	14	IN	69W	LT 1 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002557-000	1212	501045	BOULDER	BENEDICT, FRANK B. & BENEDICT, DELPHINA G.	MARTIN EXPL. MGMT	06/27/82	14	IN	69W	LT 2 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002558-000	1184	469371	BOULDER	BARKLEY, CHARLES R. & BARKLEY, BONNIE C.	MARTIN EXPL. MGMT	10/20/81	14	IN	69W	LT 15 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002559-000	1182	469001	BOULDER	BALL JR., FRANK S. & BALL, JOLENE J.	MARTIN EXPL. MGMT	09/22/81	14	IN	69W	LT 3 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002560-000	1182	469999	BOULDER	BASS, DONALD M. & BASS, MILDRED E.	MARTIN EXPL. MGMT	09/22/81	14	IN	69W	LT 3 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002561-000	1182	469008	BOULDER	BROWN, TERRY M. & BROWN, AUDREY E.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 3 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002562-000	1184	469007	BOULDER	CONLIN, MICHAEL M.	MARTIN EXPL. MGMT	09/14/81	14	IN	69W	LT 9 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002563-000	1179	463257	BOULDER	CARMICHAEL, JAMES L. & CARMICHAEL, MARTHA A.	MARTIN EXPL. MGMT	09/03/81	14	IN	69W	LT 8&7 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002564-000	1180	463971	BOULDER	COLLINS, STEVEN H.	MARTIN EXPL. MGMT	09/14/81	14	IN	69W	LT 4 BLK 3 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002565-000	1182	466000	BOULDER	CALKINS, THOMAS B.	MARTIN EXPL. MGMT	09/22/81	14	IN	69W	LT 6 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002566-000	1183	467496	BOULDER	COCHRAN, PHILIP S. & COCHRAN, LAURA D.	MARTIN EXPL. MGMT	09/24/81	14	IN	69W	LT 11 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002567-000	1181	465059	BOULDER	DEBRUYNE, CAMIEL & DEBRUYNE, VELMA	MARTIN EXPL. MGMT	09/21/81	14	IN	69W	LT 1 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002568-000	1179	463258	BOULDER	FICKBOHM, ALDEAN J. & FICKBOHM, KATHERINE V.	MARTIN EXPL. MGMT	09/03/81	14	IN	69W	LT 15 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002569-000	1183	467490	BOULDER	FREEMAN, GEORGE W. & FREEMAN, NORMA J.	MARTIN EXPL. MGMT	09/24/81	14	IN	69W	LT 4&5 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002569-000	1183	467490	BOULDER	FREEMAN, GEORGE W. & FREEMAN, NORMA J.	MARTIN EXPL. MGMT	09/24/81	14	IN	69W	LT 4&5 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002571-000	1176	460361	BOULDER	KUTZLER, ALLEN L. & KUTZLER, JEANETTE J.	MARTIN EXPL. MGMT	08/16/81	14	IN	69W	LT 23 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64



Boulder County Clerk, CO N

R 39.00

Exhibit "A"
 Attached to and made a part of that certain Notice Of Right To Use Surface Of Lands dated January 22, 1999

CO-002572-000	1182	466013	BOULDER	MASON, CLYDE P.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 16 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002573-000	1179	463259	BOULDER	MOON, JAMES A. & MOON, MARGARET P.	MARTIN EXPL. MGMT	09/03/81	14	IN	69W	LT 17 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002574-000	1182	466023	BOULDER	NYE, HARVY F. & NYE, CARMEL J.	MARTIN EXPL. MGMT	09/22/81	14	IN	69W	LT 1 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002575-000	1179	463255	BOULDER	PERDUE, MARGARET L.	MARTIN EXPL. MGMT	09/03/81	14	IN	69W	LT 5 BLK 3 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002576-000	1181	465067	BOULDER	PHILLIPS, CHARLES M.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 4 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63 BELOW J SAND
CO-002577-000	1182	466022	BOULDER	PHILLIPS, HUGH C. & PHILLIPS, MAXINE	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 5 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002578-000	1182	466011	BOULDER	RIGGLE, LANETTA M.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 1 LESS S 50.29' & LT 2&3 BLK 7 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002579-000	3172	455569	BOULDER	ROWLAND, DONALD T. & ROWLAND, NORMA J.	MARTIN EXPL. MGMT	07/15/81	14	IN	69W	LT 22 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002580-000	1176	459176	BOULDER	TITERA, KINGSLEY C. & TITERA, BERNICE C.	MARTIN EXPL. MGMT	09/11/81	14	IN	69W	LT 20 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002581-000	1182	460006	BOULDER	TOLMACHOFF, MICHAEL A. & TOLMACHOFF, CHERYL M.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 11 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64 BELOW J SAND
CO-002582-000	1184	469005	BOULDER	THOMAS, TYE A.	MARTIN EXPL. MGMT	09/14/81	14	IN	69W	LT 2 BLK 6 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63 BELOW J SAND
CO-002583-000	1179	463260	BOULDER	VOSBURY, EDWARD S.	MARTIN EXPL. MGMT	09/03/81	14	IN	69W	LT 6 BLK 6 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63 BELOW J SAND
CO-002584-000	1175	458160	BOULDER	WHITE, FREDRIC L. & WHITE, JANET M.	MARTIN EXPL. MGMT	09/04/81	14	IN	69W	LT 12 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002585-000	1176	460363	BOULDER	WILCOX, ROBERT C. & WILCOX, MARLA K.	MARTIN EXPL. MGMT	09/17/81	14	IN	69W	LT 10 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64 BELOW J SAND
CO-002586-000	1176	459177	BOULDER	WILLIAMS, JAMES M. & WILLIAMS, DIANNE D.	MARTIN EXPL. MGMT	08/11/81	14	IN	69W	LT 18 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002588-000	1214	503356	BOULDER	HARRIS, DARWIN F.	SOVEREIGN OIL COMPANY	05/04/82	14	IN	69W	LT 16 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64 BELOW J SAND
CO-002587-000	1212	501045	BOULDER	BENEDICT, FRANK B. & BENEDICT, DELPHINA G.	MARTIN EXPL. MGMT	06/27/82	14	IN	69W	LT 2 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002582-000	1214	503351	BOULDER	MILLIKEN, MICHAEL E. & MILLIKEN, KATHLEEN R.	SOVEREIGN OIL COMPANY	05/04/82	14	IN	69W	LT 17 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CO-002583-000	1220	510826	BOULDER	BOLSTER, HARRY G. & BOLSTER, WILMA V.	SOVEREIGN OIL COMPANY	01/18/82	14	IN	69W	LT 12 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002584-000	1214	503349	BOULDER	MCCONNELL, MICHAEL J. & MCCONNELL, CHERYL A.	MARTIN EXPL. MGMT	01/19/82	14	IN	69W	LT 12 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002585-000	1214	503348	BOULDER	BUFFY, JAMES C.	SOVEREIGN OIL COMPANY	05/04/82	14	IN	69W	LT 24 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64 BELOW J SAND
CO-002588-000	1359	695906	BOULDER	VAN ZUIDEN, RICHARD & VAN ZUIDEN, RUTH E.	MARTIN EXPL. MGMT	06/14/85	14	IN	69W	LT 4 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002589-000	1765	012251	BOULDER	MARTIN, NEIL DAVID & MARTIN, LINDA SUE	MARTIN EXPL. MGMT	09/10/82	14	IN	69W	LT 11 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63 BELOW J SAND
CO-002591-000	1214	503353	BOULDER	WALKER, MICHAEL H. & WALKER, LIBETTE H.	SOVEREIGN OIL COMPANY	01/19/82	14	IN	69W	LT 12 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CO-002589-000	1214	503355	BOULDER	LAMUE, ORIN G.	SOVEREIGN OIL COMPANY	05/11/82	14	IN	69W	LT 1 BLK 2 BROWNSVILLE SUBDIVISION (SE/4) REC PLAT BK 9 PG 60 11/1/63 BELOW J SAND
CO-002590-000	1214	503354	BOULDER	CASE, MARVIN E.	SOVEREIGN OIL COMPANY	05/04/82	14	IN	69W	LT 5 LESS E 199' & LT 6 ALL IN BLK 7 (SE/4) REC BK 9 PG 60 11/1/63
CO-002591-000	1966	145291	BOULDER	STEPHENSON, ROBERT M. & STEPHENSON, VIRGINIA J.	BASIN EXPLORATION, INC.	07/19/84	14	IN	69W	LT 22 & 23 & SOUTH 15' OF LT 24 BLK 1 WISE ADDITION TO TOWN OF CANFIELD BELOW J SAND

14-IN-69W-48

Page:



Exhibit "A"
 Attached to and made a part of that certain Notice of Right To Use Surface Of Lands dated January 22, 1999

CO-003892-000	2002	145844	BOULDER	LENNON, MICHAEL JAMES	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LOTS 5, 16 THRU 18 BLK 6 AS WELL AS CONTIGUOUS STREETS & ALLEYS
CO-003893-000	1998	145281	BOULDER	VERNON, BEVERLY A. RILEY	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	A TRACT OF LAND IN NE4NE1/4 AS DESC IN LEASE BELOW J SAND
CO-003894-000	1998	145281	BOULDER	LAUNDY, DAVID C. & LAUNDY, LAURE ANN	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 22 THRU 24 BLK 6 WISES FIRST ADDITION TO TOWN OF CANFIELD & ADJACENT STREETS & ALLEYS
CO-003895-000	2002	145844	BOULDER	WISE, W. WALTER ET AL	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 13 THRU 15 BLK 6, LT 18 THRU 19 BLK 1, LT 9 THRU 12 BLK 7 & STREETS/ALLEYS BELOW J SAND
CO-003897-000	1999	145433	BOULDER	MUIR, ROY B. & MUIR, MARILYN E.	BASIN EXPLORATION, INC.	07/22/94	14	1N	69W	LT 1 THRU 4 BLK 1 AS FURTHER DESC IN LEASE
CO-003898-000	1999	145433	BOULDER	BUNZEY, JAMES	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 20 & 21 BLK 1 AS FURTHER DESC IN LEASE BELOW J SAND
CO-003899-000	2019	147723	BOULDER	SPENDLOW, ARTHUR	BASIN EXPLORATION, INC.	08/03/94	14	1N	69W	E 1/3 OF LT 5-8 BLK 1 TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
CO-003902-000	2008	146373	BOULDER	WATKINS, ROBERT K.	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 10-12 BLK 6 TOWN OF CANFIELD, LT 1-8 BLK 7 WISES 1ST ADDITION TOWN OF CANFIELD BELOW J SAND
CO-003903-000	2005	146063	BOULDER	VOLZ, KARL JOSEPH	BASIN EXPLORATION, INC.	07/22/94	14	1N	69W	A TRACT IN THE NE4 MORE PARTICULARLY DESC IN LEASE
CO-003904-000	2013	146863	BOULDER	EITELBACH, MARSHA A.	BASIN EXPLORATION, INC.	09/12/94	14	1N	69W	LT 9 & 10 BLK 5 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 & ADJACENT STREETS/ALLEYS BELOW J SAND
CO-003905-000	2012	146846	BOULDER	SEIFRIED, TIMOTHY H. & SEIFRIED, SANDRA J.	BASIN EXPLORATION, INC.	09/12/94	14	1N	69W	LT 6 BLK 5 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 INCLUDING ADJACENT STREETS/ALLEYS
CO-003906-000	2017	147467	BOULDER	LEADY, PHILLIP, AIF ET AL	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 11 & 12 BLK 1 TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS BELOW J SAND
CO-003907-000	2016	147273	BOULDER	TRUMBLE, JOHN W.	BASIN EXPLORATION, INC.	09/12/94	14	1N	69W	LT 8 BLK 5 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 & ADJACENT STREETS/ALLEYS
CO-003908-000	2012	146845	BOULDER	TUCK, SHIRIN MURIEL - AIF	BASIN EXPLORATION, INC.	09/19/94	14	1N	69W	LT 3 BLK 3 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 INCLUDING ADJACENT STREETS/ALLEYS BELOW J SAND
CO-003913-000	2039	150147	BOULDER	MASON, GLEN D. & HARROLD, MAUREEN F.	BASIN EXPLORATION, INC.	09/12/94	14	1N	69W	A TRACT IN SW4 DESC AS LT 9A, REPLAT OF LT A OF BROWNSVILLE ORIGINAL FILING S/2 SEC 14
CO-003915-000	2002	145844	BOULDER	BENTSEN, ERNIE ALF & BENTSEN, HRESULA S. D.	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 13-15 BLK 6 WISES 1ST ADDITION TO TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS BELOW J SAND
CO-003900-000	2019	147723	BOULDER	BEHR, JOHANNA L.	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 7 THRU 9 BLK 6 TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
CO-003901-001	2019	147723	BOULDER	LYBARGER, EDDIE RAY & LYBARGER ACKERSON, CLAUDETTE	BASIN EXPLORATION, INC.	07/19/94	14	1N	69W	LT 13-16 BLK 1 WISES 1ST ADDITION TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS BELOW J SAND
CO-003929-001	997	265768	BOULDER	HAM, PATRICK L. & HAM, PHYLLIS M.	MARTIN OIL SERVICES, INC.	01/07/78	14	1N	69W	W2NW4NW4 BELOW J SAND
CO-003974-000	1181	465064	BOULDER	KISSLING, GLENN L. & KISSLING, GLORIA M.	MARTIN EXPLORATION MANAGEMENT CORP	09/17/81	14	1N	69W	LT 1 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4 BELOW J SAND
CO-003975-000	1183	467485	BOULDER	KOELLER, MELVIN R.	MARTIN EXPLORATION MANAGEMENT CORP	09/29/81	14	1N	69W	LT 12 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003977-000	1183	467492	BOULDER	LEGROS, CHARLES R. & LEGROS, BEVERLY J.	MARTIN EXPLORATION MANAGEMENT CORP	09/25/81	14	1N	69W	LT 11 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32233 4/30/64 IN SW4 BELOW J
CO-003978-000	1181	465068	BOULDER	LONE, RICHARD O. & LONE, LOU L.	MARTIN EXPLORATION MANAGEMENT CORP	09/17/81	14	1N	69W	LT 5 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63
CO-003979-000	1184	469010	BOULDER	MALONEY, MICHAEL N. & MALONEY, PHYLLIS C.	MARTIN EXPLORATION MANAGEMENT CORP	10/06/81	14	1N	69W	LT 13 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32233 4/30/64 IN SW4 BELOW J
CO-003948-000	1187	472485	BOULDER	BELL, MARK DOUGLAS & BELL, BARBARA JUNE	MARTIN EXPLORATION MANAGEMENT CORP	10/09/81	14	1N	69W	LT 6 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003949-000	1185	470379	BOULDER	BARTHOLF, PAUL D. & BARTHOLF, PAMELA A.	MARTIN EXPLORATION MANAGEMENT CORP	10/16/81	14	1N	69W	LT 7 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW4
CO-003952-000	1182	468014	BOULDER	ALLEN, DENNIS C. & ALLEN, PAMELA J.	MARTIN EXPLORATION MANAGEMENT CORP	09/17/81	14	1N	69W	LT 10 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32233 4/30/64 IN SW4 BELOW J



Exhibit "A"
 Attached to and made a part of that certain Notice Of Right To Use Surface Of Lands dated January 22, 1999

CO-003954-000	1183	467482	BOULDER	BAILEY, ROGER GERALD & BAILEY, MARY LOUISE	MARTIN EXPLORATION MANAGEMENT CORP.	10/02/81	14	IN	69W	LT 9 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4
CO-003956-000	1189	474167	BOULDER	CENTURY 21 - ALL CITY REALTY	MARTIN EXPLORATION MANAGEMENT CORP.	10/23/81	14	IN	69W	LT 4 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4 BELOW J SAND
CO-003957-000	1184	469013	BOULDER	CIMINSKI, JOHN W. & CIMINSKI, JEANNE	MARTIN EXPLORATION MANAGEMENT CORP.	09/24/81	14	IN	69W	LT 10 BLK 3 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4
CO-003958-000	1181	469006	BOULDER	CHAMBERS, ROBERT L. & CHAMBERS, KAREN J.	MARTIN EXPLORATION MANAGEMENT CORP.	09/24/81	14	IN	69W	LT 11 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4 BELOW J SAND
CO-003959-000	1186	471114	BOULDER	CLARK, DALE J. & CLARK, ELLEN M.	MARTIN EXPLORATION MANAGEMENT CORP.	10/20/81	14	IN	69W	LT 17 BLK 2 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4
CO-003960-000	1182	466021	BOULDER	CARDENAS, RONNIE C. & CARDENAS, DELORES M.	MARTIN EXPLORATION MANAGEMENT CORP.	09/22/81	14	IN	69W	LT 8 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4 BELOW J SAND
CO-003945-000	1183	479445	BOULDER	AANENSON, STEVEN C.	MARTIN EXPLORATION MANAGEMENT CORP.	11/05/81	14	IN	69W	LT 10 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
CO-003951-000	1181	465065	BOULDER	BRUGGER, JOHN	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	IN	69W	LT 2 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4 BELOW J SAND
CO-003947-000	1181	465056	BOULDER	BRUNMEIER, JAMES A.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	IN	69W	LT 3 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-328333 4/30/64 IN SW/4
CO-003944-000	1182	466660	BOULDER	YOUNG, VERN B. & YOUNG, GLENNA M.	MARTIN EXPLORATION MANAGEMENT CORP.	10/01/81	14	IN	69W	THAT PORTION OF TRACT C BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4 BELOW J SAND
CO-003953-000	1190	475620	BOULDER	BROWNSVILLE WATER & SANITATION DISTRICT	MARTIN EXPLORATION MANAGEMENT CORP.	11/05/81	14	IN	69W	TRACT A OF BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003946-000	1182	466010	BOULDER	JAMEZUA, MARCELINA Y. & RUCOBO, RACHEL	MARTIN EXPLORATION MANAGEMENT CORP.	09/19/81	14	IN	69W	LT 13 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4 BELOW J SAND
CO-003955-000	1181	465063	BOULDER	BELL, DELBERT O. & BELL, RUTH W.	MARTIN EXPLORATION MANAGEMENT CORP.	09/19/81	14	IN	69W	LT 4 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003962-000	1208	496022	BOULDER	DUNNE, LENORE W. AKA	MARTIN EXPLORATION MANAGEMENT CORP.	11/10/81	14	IN	69W	LT 4 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003964-000	1182	466016	BOULDER	FOUNTAIN, MILLARD E. & FOUNTAIN, LOIS B.	MARTIN EXPLORATION MANAGEMENT CORP.	09/22/81	14	IN	69W	LT 4 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4 BELOW J SAND
CO-003967-000	1185	470520	BOULDER	HONSTEIN, DAVID D. & HONSTEIN, SUSAN A.	MARTIN EXPLORATION MANAGEMENT CORP.	10/20/81	14	IN	69W	LT 2 & 3 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003968-000	1185	470519	BOULDER	HOSETON, TOMMY M. & HOSETON, JEAN	MARTIN EXPLORATION MANAGEMENT CORP.	10/23/81	14	IN	69W	LT 1 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003969-000	1181	465066	BOULDER	HUEFLE, RICHARD D. & HUEFLE, GENAVIEVE R.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	IN	69W	LT 2 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003970-000	1185	474163	BOULDER	JACOBSON, WENDELL D. & JACOBSON, CAROL J.	MARTIN EXPLORATION MANAGEMENT CORP.	10/22/81	14	IN	69W	LT 7 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003971-000	1185	470044	BOULDER	KASEMIR, WOLFRAM & KASEMIR, NICOLE	MARTIN EXPLORATION MANAGEMENT CORP.	10/16/81	14	IN	69W	LT 16 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4 BELOW J SAND
CO-003972-000	1183	467483	BOULDER	KEYSOR, W. NEAL & KEYSOR, ALICE L.	MARTIN EXPLORATION MANAGEMENT CORP.	10/02/81	14	IN	69W	THE W 139.08' OF LT 8 BLK 1 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003976-000	1185	470264	BOULDER	LEWIS, GERALD D. & LEWIS, LINDA L.	MARTIN EXPLORATION MANAGEMENT CORP.	10/16/81	14	IN	69W	THE E 139.07' OF LT 8 BLK 1 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003981-000	1182	466007	BOULDER	RUSK, JOSEPH E. & RUSK, JUDY K.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	IN	69W	LT 4 & 19 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003983-000	1182	466015	BOULDER	RAMICH, JAMES S. & RAMICH, CAROL A.	MARTIN EXPLORATION MANAGEMENT CORP.	09/22/81	14	IN	69W	LT 18 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4 BELOW J SAND
CO-003997-000	1182	466020	BOULDER	SHIELDS, GEORGE & SHIELDS, DOROTHY C.	MARTIN EXPLORATION MANAGEMENT CORP.	09/17/81	14	IN	69W	LT 21 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CO-003995-000	1186	471629	BOULDER	SNYDER, RICHARD C. & SNYDER, JUDITH A.	MARTIN EXPLORATION MANAGEMENT CORP.	10/30/81	14	IN	69W	LT 12 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4 BELOW J SAND
CO-003940-001	1029	300332	BOULDER	WOOD, JOHN D. & WOOD, SARAH E.	MARTIN EXPLORATION MANAGEMENT CORP.	06/25/78	14	IN	69W	SWANW/4

Exhibit "A"
 Attached to and made a part of that certain Notice Of Right To Use Surface Of Lands dated January 22, 1999

CO-003941-000	1111	390688	BOULDER	WISE, ALBERT C. ET AL	03/18/80	14	1N	69W	SECTION/4 LESS A 2.12 AC TRACT
CO-003942-000	1121	398648	BOULDER	THE FIRST NATIONAL BANK IN BOULDER, TRUSTEE	06/10/80	14	1N	69W	A PORTION OF THE W/2 AS DESC IN LEASE
CO-003943-000	1181	465531	BOULDER	COURT SQUARE INVESTMENT CO.	08/06/81	14	1N	69W	PT LT 10 & LT 11-18 BLK 1, PT LT 12-14 BLK 2, LT 1-5 LESS S 45' & LT 7-9 BLK 3 BELOW J SAND
CO-003895-000	1989	145432	BOULDER	WISE, SARAH ALLENE	07/21/94	14	1N	69W	A .064 AC TRACT OF LAND AS DESC IN LEASE IN SE4/NE/4

14-1N-69W.s

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 14: ALL

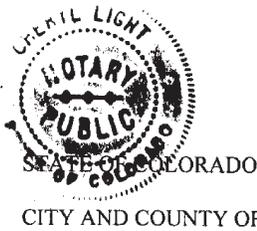
HSR's oil and gas leasehold rights in the Lands derive from those valid and subsisting oil and gas leases which are described on Exhibit "A", attached hereto and incorporated herein, and have been duly recorded in the office of the Clerk and Recorder of Boulder County (the "Leases").

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: [Signature]
James P. Wason
Denver Basin Land Supervisor

)
) ss
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of November, 2000, by James P. Wason, as Denver Basin Land Supervisor of HS Resources, Inc., a Delaware corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires: 3-24-2004

2
ROB

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SEC. 14: ALL
BOULDER COUNTY, COLORADO

LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWN	R	RANGE	SECTION	DESCRIPTION
WILLIAMS, PAUL M. & WILLIAMS, MARY M.	MARTIN EXPL MGMT	9/24/81	1183	467487	1N	69W	14	14	LT 20 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
WROBLEWSKI, JOHN J. & WROBLEWSKI, CHARLOTTE R.	MARTIN EXPL MGMT	9/17/81	1181	465064	1N	69W	14	14	LT 6 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
YOUNGMAN, RONALD E. & YOUNGMAN, JEAN M.	MARTIN EXPL MGMT	9/22/81	1182	466015	1N	69W	14	14	LT 5 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
YOUNG, RODNEY R. & CITO, GELIA A.	MARTIN EXPL MGMT	9/9/81	1179	463408	1N	69W	14	14	LT 8 BLK 2 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
ADLER, MICHAEL J. & ADLER, MARY C.	MARTIN EXPL MGMT	9/22/81	1182	466004	1N	69W	14	14	LT 22 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
ANDERSON, LYMAN D. & ANDERSON, SHARROLL F.	MARTIN EXPL MGMT	9/17/81	1182	466009	1N	69W	14	14	LT 8 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
BALTIC AVE PARTNERSHIP, ALVIN L. MOORE PARTNER	MARTIN EXPL MGMT	6/7/82	1209	497932	1N	69W	14	14	LT 1 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
BENEDICT, FRANK B. & BENEDICT, DELPHINA G.	MARTIN EXPL MGMT	6/27/82	1212	501045	1N	69W	14	14	LT 2 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
BARKLEY, CHARLES R. & BARKLEY, BONNIE C.	MARTIN EXPL MGMT	10/20/81	1184	469371	1N	69W	14	14	LT 15 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
BALL JR., FRANK S. & BALL, JOLENE J.	MARTIN EXPL MGMT	9/22/81	1182	466001	1N	69W	14	14	LT 3 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
BASS, DONALD M. & BASS, MILDRED E.	MARTIN EXPL MGMT	9/22/81	1182	465899	1N	69W	14	14	LT 3 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
BROWN, TERRY M. & BROWN, AUDREY E.	MARTIN EXPL MGMT	9/17/81	1182	466008	1N	69W	14	14	LT 3 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CONLIN, MICHAEL M.	MARTIN EXPL MGMT	9/14/81	1184	469007	1N	69W	14	14	LT 9 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
CARMICHAEL, JAMES L. & CARMICHAEL, MARTHA A.	MARTIN EXPL MGMT	9/3/81	1179	463257	1N	69W	14	14	LT 6&7 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
COLLINS, STEVEN H.	MARTIN EXPL MGMT	9/14/81	1180	463974	1N	69W	14	14	LT 4 BLK 3 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
CAULKINS, THOMAS B.	MARTIN EXPL MGMT	9/22/81	1182	466000	1N	69W	14	14	LT 6 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
COCHRAN, PHILIP S. & COCHRAN, LAURA D.	MARTIN EXPL MGMT	9/24/81	1183	467496	1N	69W	14	14	LT 11 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
DEBRUYNE, CAMIEL & DEBRUYNE, VELMA	MARTIN EXPL MGMT	9/21/81	1181	465059	1N	69W	14	14	LT 1 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
FICKBOHM, ALDEAN J. & FICKBOHM, KATHERINE V.	MARTIN EXPL MGMT	9/3/81	1179	463258	1N	69W	14	14	LT 15 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
FREEMAN, GEORGE W. & FREEMAN, NORMA J.	MARTIN EXPL MGMT	9/24/81	1183	467490	1N	69W	14	14	LT 4&5 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
KUTZLER, ALLEN L. & KUTZLER, JEANETTE J.	MARTIN EXPL MGMT	8/16/81	1176	460361	1N	69W	14	14	LT 23 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
MASON, CLYDE P.	MARTIN EXPL MGMT	9/17/81	1182	466013	1N	69W	14	14	LT 16 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
MOON, JAMES A. & MOON, MARGARET P.	MARTIN EXPL MGMT	9/3/81	1179	463259	1N	69W	14	14	LT 17 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
NYE, HARVY F. & NYE, CARMEL J.	MARTIN EXPL MGMT	9/22/81	1182	466023	1N	69W	14	14	LT 1 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
PERDUE, MARGARET L.	MARTIN EXPL MGMT	9/3/81	1179	463255	1N	69W	14	14	LT 5 BLK 3 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
PHILLIPS, CHARLES M.	MARTIN EXPL MGMT	9/17/81	1181	465067	1N	69W	14	14	LT 4 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
PHILLIPS, HUGH C. & PHILLIPS, MAXINE	MARTIN EXPL MGMT	9/17/81	1182	466022	1N	69W	14	14	LT 5 BLK 1 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
RIGGLE, LANETTA M.	MARTIN EXPL MGMT	9/17/81	1182	466011	1N	69W	14	14	LT 1 LESS S 50.28' & LT 2&3 BLK 7 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SEC. 14: ALL
BOULDER COUNTY, COLORADO

LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWN	R	NSP	RANGE	SECTION	DESCRIPTION
ROWLAND, DONALD T. & ROWLAND, NORMA J.	MARTIN EXPL MGMT	7/15/81	3172	455569	1N	69W	14	14	14	LT 22 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
TITERA, KINGSLEY C. & TITERA, BERNICE C.	MARTIN EXPL MGMT	8/11/81	1176	459176	1N	69W	14	14	14	LT 20 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
TOLMACHOFF, MICHAELA. & TOLMACHOFF, CHERYL M.	MARTIN EXPL MGMT	9/17/81	1182	460006	1N	69W	14	14	14	LT 11 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
THOMAS, TYE A.	MARTIN EXPL MGMT	9/14/81	1184	460005	1N	69W	14	14	14	LT 2 BLK 6 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
VOSBURY, EDWARD S.	MARTIN EXPL MGMT	9/3/81	1179	463260	1N	69W	14	14	14	LT 6 BLK 6 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
WHITE, FREDRIC L. & WHITE, JANET M.	MARTIN EXPL MGMT	8/4/81	1175	458160	1N	69W	14	14	14	LT 12 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
WILCOX, ROBERT C. & WILCOX, MARLA K.	MARTIN EXPL MGMT	8/17/81	1176	460363	1N	69W	14	14	14	LT 10 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
WILLIAMS, JAMES M. & WILLIAMS, DIANNE D.	MARTIN EXPL MGMT	8/11/81	1176	459177	1N	69W	14	14	14	LT 18 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
GIBSON, WILLIAM A. & GIBSON, SALLY S.	DUNE PETROLEUM CO	11/30/81	1192	478542	1N	69W	14	14	14	LT 15 & 16 BLK 2 BROWNSVILLE 2ND FILING REC PLAN FILE R-1-1-32 & 33 DTD 4/30/64
HARRIS, DARWIN F.	SOVEREIGN OIL COMPANY	5/4/82	1214	503356	1N	69W	14	14	14	LT 16 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
LAMUE, ORIN G.	SOVEREIGN OIL COMPANY	5/11/82	1214	503355	1N	69W	14	14	14	LT 1 BLK 2 BROWNSVILLE SUBDIVISION (SE/4) REC PLAT BK 9 PG 60 11/1/63
CASE, MARVIN E.	SOVEREIGN OIL COMPANY	5/4/82	1214	503354	1N	69W	14	14	14	LT 5 LESS E 198' & LT 6 ALL IN BLK 7 (SE/4) REC BK 9 PG 60 11/1/63
WALKER, MICHAEL H. & WALKER, LIBETTE H.	SOVEREIGN OIL COMPANY	1/19/82	1214	503353	1N	69W	14	14	14	LT 12 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
MILLIKEN, MICHAEL E. & MILLIKEN, KATHLEEN R.	SOVEREIGN OIL COMPANY	5/4/82	1214	503351	1N	69W	14	14	14	LT 17 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
BOLSTER, HARRY G. & BOLSTER, WILMA V.	SOVEREIGN OIL COMPANY	1/18/82	1220	510826	1N	69W	14	14	14	LT 12 BLK 6 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
MCCONNELL, MICHAEL J. & MCCONNELL, CHERYL A.	MARTIN EXPL MGMT	1/19/82	1214	503349	1N	69W	14	14	14	LT 12 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
BUFFY, JAMES C.	MARTIN EXPL MGMT	6/14/85	1359	695906	1N	69W	14	14	14	LT 24 BLK 2 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
VAN ZUIDEN, RICHARD & VAN ZUIDEN, RUTH E.	MARTIN EXPL MGMT	9/10/92	1765	01225188	1N	69W	14	14	14	LT 4 BLK 5 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32833 4/30/64
MARTIN, NEIL DAVID & MARTIN, LINDA SUE	MARTIN EXPL MGMT	10/17/81	1185	469681	1N	69W	14	14	14	LT 11 BLK 5 BROWNSVILLE SUBDIVISION (SE/4) PLAT BK 9 PG 60 11/1/63
MUELLER, JOHANN & MUELLER, SUSANNE	BASIN EXPLORATION, INC.	7/19/94	1998	1452812	1N	69W	14	14	14	LT 3 BLK 4 BROWNSVILLE SUBDIVISION (SE/4) REC PLAT BK 9 PG 60 DTD 11/1/83
STEPHENSON, ROBERT M. & STEPHENSON, VIRGINIA J.	BASIN EXPLORATION, INC.	7/19/94	2002	1458444	1N	69W	14	14	14	LT 22 & 23 & SOUTH 15' OF LT 24 BLK 1 WISE ADDITION TO TOWN OF CANFIELD
LENNON, MICHAEL JAMES	BASIN EXPLORATION, INC.	7/19/94	1998	1452811	1N	69W	14	14	14	LOTS 5, 16 THRU 18 BLK 6 AS WELL AS CONTIGUOUS STREETS & ALLEYS
VERNON, BEVERLY A. RILEY	BASIN EXPLORATION, INC.	7/19/94	1998	1452813	1N	69W	14	14	14	2.5 AC TRACT OF LAND IN NE/4NE/4 AS DESC BY METES & BOUNDS
LAUNDY, DAVID C. & LAUNDY, LAURE ANN	BASIN EXPLORATION, INC.	7/21/94	1999	1454329	1N	69W	14	14	14	LT 22 THRU 24 BLK 6 WISE'S FIRST ADDITION TO TOWN OF CANFIELD & ADJACENT STREETS & ALLEYS
WISE, SARAH ALLENE	BASIN EXPLORATION, INC.	7/19/94	1999	1454329	1N	69W	14	14	14	A .064 AC TRACT OF LAND AS DESC IN LEASE IN SE/4NE/4
WISE, W. WALTER ETAL	BASIN EXPLORATION, INC.	7/19/94	2002	1458443	1N	69W	14	14	14	LT 13 THRU 15 BLK 6, LT 18 THRU 19 BLK 1, LT 9 THRU 12 BLK 7 & STREETS/ALLEYS DESC IN LEASE
MUIR, ROY B. & MUIR, MARILYN E.	BASIN EXPLORATION, INC.	7/22/94	1999	1454331	1N	69W	14	14	14	LT 1 THRU 4 BLK 1 AS FURTHER DESC IN LEASE
BUNZEY, JAMES	BASIN EXPLORATION, INC.	7/19/94	1999	1454330	1N	69W	14	14	14	LT 20 & 21 BLK 1 AS FURTHER DESC IN LEASE

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SEC. 14: ALL
BOULDER COUNTY, COLORADO

LESSOR	LESSEE	LEASE DATE	BOOK	REC.NO.	TWNSP	RANGE	SECTION	DESCRIPTION
SPENDLOW, ARTHUR	BASIN EXPLORATION, INC.	8/3/94	2019	1477239	1N	69W	14	E 130' OF LT 5-9 BLK 1 TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
BEHR, JOHANNA L.	BASIN EXPLORATION, INC.	7/19/94	2019	1477238	1N	69W	14	LT 7 THRU 9 BLK 6 TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
LYBARGER, EDDIE RAY & LYBARGER ACKERSON, CLAUDETTE	BASIN EXPLORATION, INC.	7/19/94	2019	1477237	1N	69W	14	LT 13-16 BLK 1 WISE'S 1ST ADDITION TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
WATKINS, ROBERT K.	BASIN EXPLORATION, INC.	7/19/94	2008	1463735	1N	69W	14	LT 10-12 BLK 6 TOWN OF CANFIELD, LT 1-8 BLK 7 WISE'S 1ST ADDITION TOWN OF CANFIELD
VOLZ, KARL JOSEPH	BASIN EXPLORATION, INC.	7/22/94	2005	1460634	1N	69W	14	1.0 AC TRACT IN THE NE/4 MORE PARTICULARLY DESC BY METES & BOUNDS
EITELBACH, MARSHA A.	BASIN EXPLORATION, INC.	9/12/94	2013	1469534	1N	69W	14	LT 9 & 10 BLK 5 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 & ADJACENT STREETS/ALLEYS
SEIFRIED, TIMOTHY H. & SEIFRIED, SANDRA J.	BASIN EXPLORATION, INC.	9/12/94	2012	1468460	1N	69W	14	LT 6 BLK 5 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 INCLUDING ADJACENT STREETS/ALLEYS
LEADY, PHILLIP, AIF ET AL	BASIN EXPLORATION, INC.	7/19/94	2017	1474679	1N	69W	14	LT 11 & 12 BLK 1 TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
TRUMBLE, JOHN W.	BASIN EXPLORATION, INC.	9/12/94	2016	1472738	1N	69W	14	LT 8 BLK 5 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 & ADJACENT STREETS/ALLEYS
TUCK, SHIRIN MURIEL - AIF	BASIN EXPLORATION, INC.	9/19/94	2012	1468459	1N	69W	14	LT 3 BLK 3 BROWNSVILLE ORIGINAL FILING OF S/2 SEC 14 INCLUDING ADJACENT STREETS/ALLEYS
MASON, GLEN D. & HARROLD, MAUREEN F.	BASIN EXPLORATION, INC.	9/12/94	2039	1501475	1N	69W	14	A TRACT IN SW/4 DESC AS LT 9A, REPLAT OF LT A OF BROWNSVILLE ORIGINAL FILING S/2 SEC 14
BENTSEN, ERNIE ALF & BENTSEN, HRESULA S. D.	BASIN EXPLORATION, INC.	7/19/94	2002	1458442	1N	69W	14	LT 13-15 BLK 6 WISE'S 1ST ADDITION TO TOWN OF CANFIELD & ADJACENT STREETS/ALLEYS
HAM, PATRICK L. & HAM, PHYLLIS M.	MARTIN OIL SERVICES, INC.	1/7/78	997	265768	1N	69W	14	W/2NW/4NW/4
TRUMAN TANK SERVICE INC.	MARTIN OIL SERVICES, INC.	1/10/78	997	265768	1N	69W	14	W/2NW/4NW/4
WOOD, JOHN D. & WOOD, SARAH E.	MARTIN EXPL MGMT	6/26/78	1029	300332	1N	69W	14	SW/4NW/4
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	NE/4NE/4 LESS 3 AC, SW/4NE/4 & W/2SE/4NE/4
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	NW/4NE/4 LESS 3.35 AC AS DESC IN LEASE
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	E/2SE/4NE/4NW/4, E/2NE/4NE/4NW/4 AND A 2.12 AC TRACT IN SE/4NW/4 AS DESC IN LEASE
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	SE/4NW/4 LESS A 2.12 AC TRACT
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	NE/4SW/4 LYING E OF A TRACT DESC IN LEASE
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	NE/4SE/4
WISE, ALBERT C. ET AL	MARTIN EXPL MGMT	3/18/80	1111	390668	1N	69W	14	NW/4SE/4
THE FIRST NATIONAL BANK IN BOULDER, TRUSTEE	MARTIN EXPL MGMT	6/10/80	1121	399648	1N	69W	14	40.0 AC TRACT IN W/2 AS DESC BY METES & BOUNDS
COURT SQUARE INVESTMENT CO.	MARTIN EXPL MGMT	8/6/81	1181	465531	1N	69W	14	PT LT 10 & LT 11-16 BLK 1, PT LT 12-14 BLK 2, LT 1-5 LESS S. 45' & LT 7-9 BLK 3
YOUNG, VERN B. & YOUNG, GLENNA M.	MARTIN EXPL MGMT	10/1/81	1182	466660	1N	69W	14	THAT PORTION OF TRACT C BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
YOUNG, VERN B. & YOUNG, GLENNA M.	MARTIN EXPL MGMT	10/1/81	1182	466660	1N	69W	14	THAT PORTION OF TRACT C BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
AAENSON, STEVEN C.	MARTIN EXPL MGMT	11/5/81	1193	479045	1N	69W	14	LT 10 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
AMEZCUA, MARCELINA Y. & RUCOBO, RACHEL	MARTIN EXPL MGMT	9/18/81	1182	466010	1N	69W	14	LT 13 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4

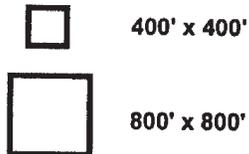
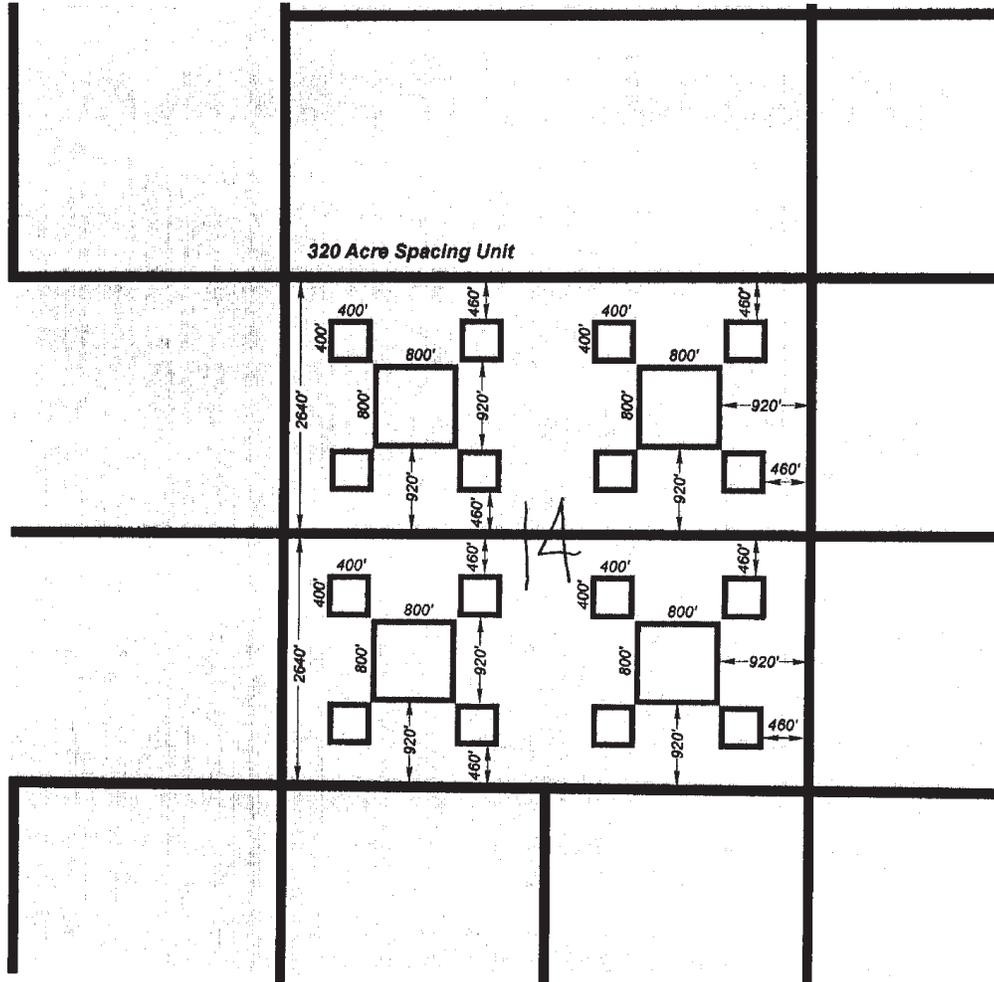
EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SEC. 14: ALL
BOULDER COUNTY, COLORADO

LESSOR	LESSEE	LEASE DATE	BOOK	REC. NO.	TWN	R	RANGE	SECTION	DESCRIPTION
BRUNEMEIER, JAMES A.	MARTIN EXPL MGMT	9/17/81	1181	465056	1N	69W	14	14	LT 3 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
BELL, MARK DOUGLAS & BELL, BARBARA JUNE	MARTIN EXPL MGMT	10/9/81	1187	472485	1N	69W	14	14	LT 6 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
BARTHOLF, PAUL D. & BARTHOLF, PAMELA A.	MARTIN EXPL MGMT	10/16/81	1185	470379	1N	69W	14	14	LT 7 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
BURINDA, LOUIS E. & BURINDA, SHARON J.	MARTIN EXPL MGMT	9/17/81	1181	465055	1N	69W	14	14	LT 13 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
BRUGGER, JOHN	MARTIN EXPL MGMT	9/17/81	1181	465065	1N	69W	14	14	LT 2 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
ALLEN, DENNIS C. & ALLEN, PAMELA J.	MARTIN EXPL MGMT	9/17/81	1182	466014	1N	69W	14	14	LT 10 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
BROWNSVILLE WATER & SANITATION DISTRICT	MARTIN EXPL MGMT	11/5/81	1190	475620	1N	69W	14	14	TRACT A OF BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
BAILEY, ROGER GERALD & BAILEY, MARY LOUISE	MARTIN EXPL MGMT	10/2/81	1183	467482	1N	69W	14	14	LT 9 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
BELL, DELBERT O. & BELL, RUTH W.	MARTIN EXPL MGMT	9/19/81	1181	465063	1N	69W	14	14	LT 4 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
CENTURY 21 - ALL CITY REALTY	MARTIN EXPL MGMT	10/23/81	1189	474167	1N	69W	14	14	LT 4 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
CIMINSKI, JOHN W. & CIMINSKI, JEANNE	MARTIN EXPL MGMT	9/24/81	1184	469013	1N	69W	14	14	LT 10 BLK 3 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
CHAMBERS, ROBERT L & CHAMBERS, KAREN J.	MARTIN EXPL MGMT	9/24/81	1181	469006	1N	69W	14	14	LT 11 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
CLARK, DALE J & CLARK, ELLEN M.	MARTIN EXPL MGMT	10/20/81	1186	471114	1N	69W	14	14	LT 17 BLK 2 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
CARDEMAS, RONNIE C. & CARDEMAS, DELORES M.	MARTIN EXPL MGMT	9/22/81	1182	466021	1N	69W	14	14	LT 8 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
COWAN, PATRICIA T.	MARTIN EXPL MGMT	9/22/81	1182	466003	1N	69W	14	14	LT 9 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
DUNNE, LENORE W AKA	MARTIN EXPL MGMT	11/10/81	1208	496022	1N	69W	14	14	LT 4 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
EICHLINGER, DELBERT C. & EICHLINGER, JOANN	MARTIN EXPL MGMT	9/18/81	1181	465060	1N	69W	14	14	LT 6 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
FOUNTAIN, MILLARD E. & FOUNTAIN, LOIS B.	MARTIN EXPL MGMT	9/22/81	1182	466016	1N	69W	14	14	LT 2 8 3 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
FRED, DONNIE H. & FRED, JUANITA J.	MARTIN EXPL MGMT	10/30/81	1187	472570	1N	69W	14	14	LT 10 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
GRESS, MARCUS W. & GRESS, BETTY L.	MARTIN EXPL MGMT	10/21/81	1186	471551	1N	69W	14	14	LT 19 BLK 2 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
HONSTEIN, DAVID D. & HONSTEIN, SUSAN A.	MARTIN EXPL MGMT	10/20/81	1185	470520	1N	69W	14	14	LT 1 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
HOSETON, TOMMY M. & HOSETON, JEAN	MARTIN EXPL MGMT	10/23/81	1185	470519	1N	69W	14	14	LT 3 BLK 6 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
HUEFTLE, RICHARD D. & HUEFTLE, GENAVIEVE R.	MARTIN EXPL MGMT	9/17/81	1181	465066	1N	69W	14	14	LT 2 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
JACOBSON, WENDELL D. & JACOBSON, CAROL J.	MARTIN EXPL MGMT	10/22/81	1188	474163	1N	69W	14	14	LT 7 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
KASEMIR, WOLFRAM & KASEMIR, NICOLE	MARTIN EXPL MGMT	10/16/81	1185	470044	1N	69W	14	14	LT 16 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
KEYSOR, W. NEAL & KEYSOR, ALICE L.	MARTIN EXPL MGMT	10/2/81	1183	467483	1N	69W	14	14	THE W 139.08' OF LT 8 BLK 1 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
KISSLING, GLENN L. & KISSLING, GLORIA M.	MARTIN EXPL MGMT	9/17/81	1181	465054	1N	69W	14	14	LT 1 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
KOELLER, MELVIN R.	MARTIN EXPL MGMT	9/29/81	1183	467485	1N	69W	14	14	LT 12 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE
T1N-R69W
SEC. 14: ALL
BOULDER COUNTY, COLORADO

LESSOR	LESSEE	LEASE DATE	BOOK	REC. NO.	TWNSHIP	RANGE	SECTION	DESCRIPTION
LEWIS, GERALD D. & LEWIS, LINDA L.	MARTIN EXPL. MGMT	10/16/81	1185	470264	1N	69W	14	THE E 1/3 OF LT 8 BLK 1 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
LEGROS, CHARLES R. & LEGROS, BEVERLY J.	MARTIN EXPL. MGMT	9/25/81	1183	467482	1N	69W	14	LT 11 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
LONE, RICHARD O. & LONE, LOLA L.	MARTIN EXPL. MGMT	9/17/81	1181	465056	1N	69W	14	LT 5 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63
MALONEY, MICHAEL N. & MALONEY, PHYLLIS C.	MARTIN EXPL. MGMT	10/6/81	1184	469010	1N	69W	14	LT 13 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
MURRAY, LOUISE M.	MARTIN EXPL. MGMT	9/17/81	1180	464637	1N	69W	14	LT 9 & 10 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW/4
NORTON, JAMES G. & NORTON, SHARON K.	MARTIN EXPL. MGMT	10/19/81	1185	470380	1N	69W	14	LT 2 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 DTD 4/30/64 IN SW/4
NEIBERGER, WAYNE A. & NEIBERGER, CAROLYN M.	MARTIN EXPL. MGMT	9/17/81	1183	467483	1N	69W	14	E/2 OF LT 2 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW/4
NEWTON, BRAD L. & NEWTON, BARBARA J.	MARTIN EXPL. MGMT	9/25/81	1183	467487	1N	69W	14	LT 14 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
PARROTT, KENNETH N.	MARTIN EXPL. MGMT	10/15/81	1183	470043	1N	69W	14	LT 13 BLK 2 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW/4
PEARSON, WAYNE E. & PEARSON, LODEMA J.	MARTIN EXPL. MGMT	9/25/81	1183	467489	1N	69W	14	LT 7 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SE/4
POUNDS, WALTER R. & POUNDS, VIRGINIA M.	MARTIN EXPL. MGMT	10/21/81	1186	471115	1N	69W	14	LT 5 BLK 4 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 DTD 4/30/64 IN SW/4
PEEK, CHARLES A. & PEEK, LILLIAN	MARTIN EXPL. MGMT	9/22/81	1182	466019	1N	69W	14	LT 1 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
QUYNN, LLOYD M. & QUYNN, RITA M.	MARTIN EXPL. MGMT	9/27/81	1183	467488	1N	69W	14	LT 4 BLK 3 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
REIDER, BYRON L. & REIDER, AGNETA M.	MARTIN EXPL. MGMT	9/17/81	1183	467484	1N	69W	14	W/2 OF LT 2 BLK 3 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SW/4
RIESEBERG, FREEDO V.	MARTIN EXPL. MGMT	9/17/81	1182	466012	1N	69W	14	LT 11&12 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 DTD 11/1/63 IN SW/4
RUSK, JOSEPH E. & RUSK, JUDY K.	MARTIN EXPL. MGMT	9/17/81	1182	466007	1N	69W	14	LT 4 & 19 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
RODERIGUEZ, FELIX & RODERIGUEZ, CORDELIA A.	MARTIN EXPL. MGMT	10/27/81	1188	473161	1N	69W	14	LT 8 BLK 6 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
RAMICH, JAMES S. & RAMICH, CAROL A.	MARTIN EXPL. MGMT	9/22/81	1182	466018	1N	69W	14	LT 18 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
SIEG, ANNA MAE	MARTIN EXPL. MGMT	10/2/81	1184	469008	1N	69W	14	THE E 1/3 OF LT 7 BLK 7 & ALL LT 8 BLK 7 BROWNSVILLE SUB PLAT BK 9 PG 60 11/1/63 IN SW/4
SNYDER, RICHARD C. & SNYDER, JUDITH A.	MARTIN EXPL. MGMT	10/30/81	1186	471629	1N	69W	14	LT 12 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
SCHAIBLE, FREDERIC W. & SCHAIBLE, BRENDA S.	MARTIN EXPL. MGMT	9/24/81	1183	467485	1N	69W	14	LT 9 BLK 5 BROWNSVILLE SUBDIVISION 2ND FILING REC PLAN FILE R-1-1-32&33 4/30/64 IN SW/4
SHIELDS, GEORGE & SHIELDS, DOROTHY C.	MARTIN EXPL. MGMT	9/17/81	1182	466020	1N	69W	14	LT 21 BLK 5 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
VAN DER SCOUW, MARTIN G. & VANDER SCOUW, LOIS M.	MARTIN EXPL. MGMT	10/26/81	1185	470518	1N	69W	14	A SMALL TRIANGLE SHAPE PORTION OF LT 5 BLK 7 IN SE CORNER OF LT 5 PLAT BK 9 PG 60 11/1/63 IN SW/4
VAN DER SCOUW, MARTIN G. & VANDER SCOUW, LOIS M.	MARTIN EXPL. MGMT	10/26/81	1185	470518	1N	69W	14	LT 4 BLK 7 BROWNSVILLE SUBDIVISION REC PLAT BK 9 PG 60 11/1/63 IN SE/4
WHISENHUNT, BOBBY R. & WHISENHUNT, YVONNE E. M.	MARTIN EXPL. MGMT	10/26/81	1187	472489	1N	69W	14	LT 8 BLK 1 BROWNSVILLE SUBDIVISION LESS E 1/3 OF 7' & W 1/3 OF 8' IN SE/4 BK 9 PG 60 11/1/63
WHITFIELD, BILLY JOE & WHITFIELD, BETTY JEAN	MARTIN EXPL. MGMT	10/2/81	1186	471116	1N	69W	14	LT 5 BLK 6 BROWNSVILLE SUBDIVISION IN SE/4 REC PLAT BK 9 PG 60 11/1/63
WAELETI, CLINTON E. & WAELETI, VELDA J.	MARTIN EXPL. MGMT	9/26/81	1183	467488	1N	69W	14	LT 1 BLK 4 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64
WHITE, GEORGE I. & WHITE, LYNDA K.	MARTIN EXPL. MGMT	9/17/81	1181	465062	1N	69W	14	LT 13 BLK 3 BROWNSVILLE SUBDIVISION (SW/4) 2ND FILING PLAN FILE R-1-1-32&33 4/30/64

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



Sec. 14 - T 1 N - R 69 W

1000 Ft
 Scale

JWSON_d.ctb

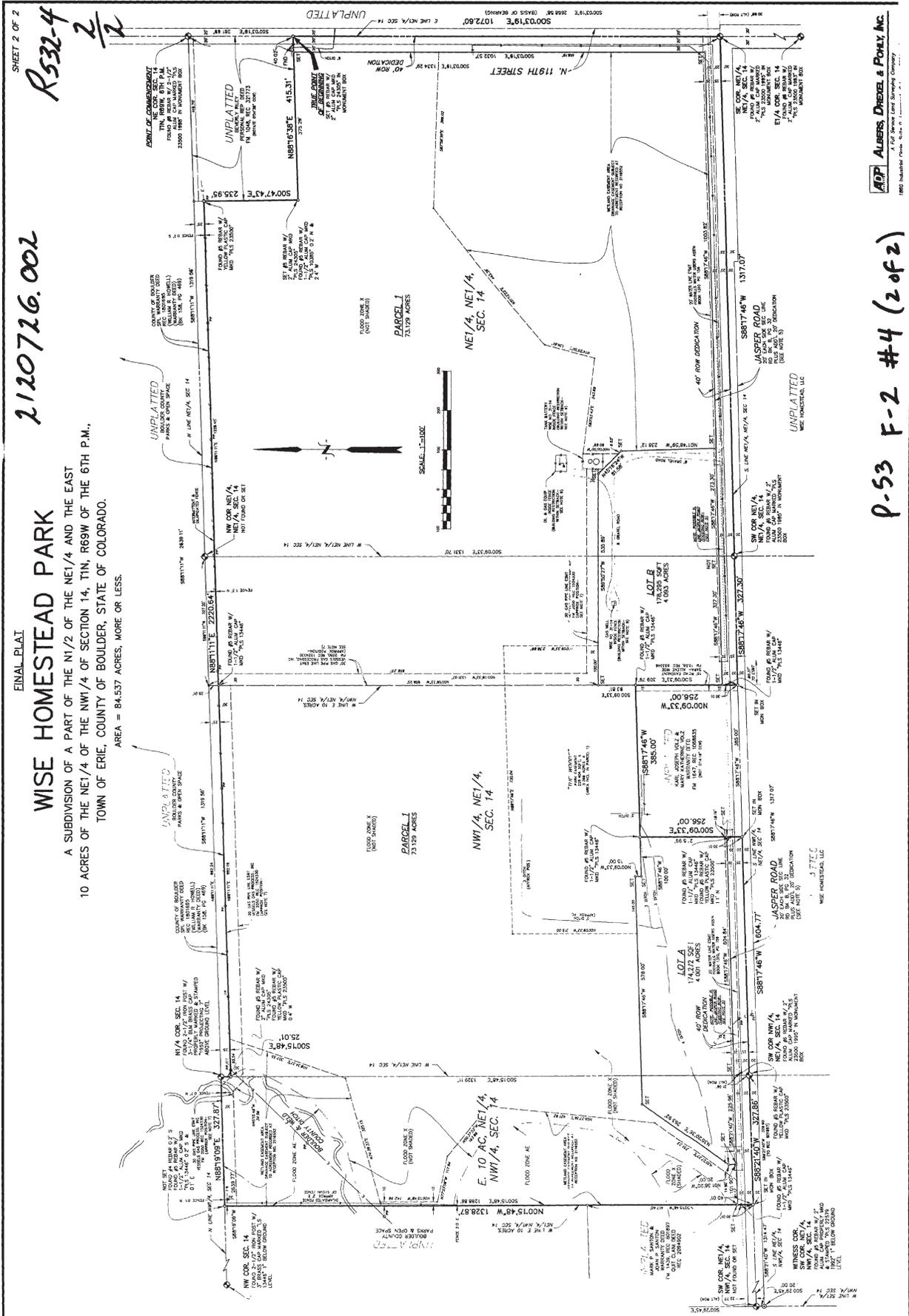
SHEET 2 OF 2

2120726.002

FINAL PLAT WISE HOMESTEAD PARK

A SUBDIVISION OF A PART OF THE N1/2 OF THE NE1/4 AND THE EAST
10 ACRES OF THE NE1/4 OF THE NW1/4 OF SECTION 14, T1N, R69W OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.
AREA = 84.537 ACRES, MORE OR LESS.

R532-4
2/2



P-53 F-2 #4 (2 of 2)

ADP ALBERS, DIEBEL & POWY, INC.
A Full Service Land Surveying Company
1800 Inland Center, Suite 100, Fort Collins, CO 80501

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

STATE OF COLORADO)
)
COUNTY OF BOULDER)

EnCana Oil & Gas (USA) Inc. (EnCana) is a Mineral Estate Owner or owns the right to occupy, make use of the surface and develop the minerals of the Mineral Estate Owner, underlying the following described lands located in BOULDER County, Colorado, as more particularly described in the leases shown on Exhibit "A" and the parcels shown on Exhibit "B" as they pertain to the leases listed on Exhibit "A", attached hereto and made a part hereof (the "Subject Lands"), to-wit:

**Township T1N, Range R69W
Section 14**

Pursuant to C.R.S. Section 24-65.5-103(3), EnCana hereby requests written notification of any and all Applications for Development (as defined in C.R.S. 24-65-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with C.R.S. 24-65.5-101 *et seq.* Such notices should be sent to the following address:

EnCana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700
Denver, CO 80202
Attention: DJ Land Department

EXECUTED this 15th day of February, 2006.

ENCANA OIL & GAS (USA) INC.

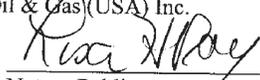


Byron R. Gale
Attorney in Fact

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

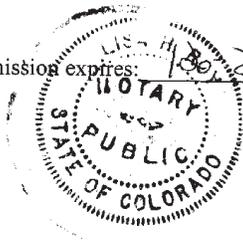
The foregoing instrument was acknowledged before me this 15th day of February 2006, by Byron R. Gale as Attorney in Fact for EnCana Oil & Gas(USA) Inc.

WITNESS my hand and official seal.



Notary Public

My Commission expires: 10-20-09





2769129

Page: 2 of 6
04/11/2006 11:29A
D 0.00

Boulder County Clerk, CO RFN

R 31.00

EXHIBIT "A"
Attached hereto and made a part hereof that certain Request for Notification of Surface Development dated February 15, 2006

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING			COUNTY	STATE
				BOOK	ENTRY	LEGAL DESCRIPTION		
17096.000	EDWARD T FELT JR ET UX	VESSELS OIL & GAS COMPANY	3/28/1985	1350	683516	TIN R69W SEC 14 A TRACT OF LAND IN THE NW	BOULDER	CO
17130.001	HAROLD R WARNER	VESSELS OIL & GAS COMPANY	4/8/1985	1448	814391	TIN R69W SEC 14 SWNW LESS & EXCEPT A UPRR ROW	BOULDER	CO
17279.000	F MARION JOHNSON ET UX	THE VESSELS COMPANY	4/24/1981	1163	443892	TIN R69W SEC 14 A PARCEL OF LAND IN THE NENW	BOULDER	CO
17281.000	FRANK M MAUTZ ET UX	THE VESSELS COMPANY	4/29/1981	1163	444197	TIN R69W SEC 14 A TRACT OF LAND IN THE NENW	BOULDER	CO
17282.000	ESTATE OF JENNIE T OGREN	THE VESSELS COMPANY	4/29/1981	1163	444198	TIN R69W SEC 14 W 30 ACS OF NENW, E2NWNW, PART OF N2NE	BOULDER	CO
17290.000	JAMES R WANKEA ET UX	THE VESSELS COMPANY	9/21/1981	1186	470879	TIN R69W SEC 14 A TRACT OF LAND IN THE NW	BOULDER	CO
17294.000	ALBERT C WISE ET AL	MARTIN EXPLORATION MANAGEMENT	3/18/1980	1111	390668	TIN R69W SEC 14 PART OF SENW	BOULDER	CO



Exhibit "B"

Attached hereto and made a part hereof that certain Request for Notification of Surface Development dated February 15, 2006.

ACCOUNTNO	OWNER	SECTION	TOWNSHIP	RANGE	PARCELNB
R0055102	A HELPING HAND CORPORATION	14	1N	69 W	146514010008
R0056468	AALSETH RONALD A & SUSAN H	14	1N	69 W	146515009002
R0055154	ABRAMS MARY E & JON B	14	1N	69 W	146514008016
R0055218	ADAIR RANDOLPH G & MARY S	14	1N	69 W	146514008006
R0055163	ADLER MICHAEL J & MARY C	14	1N	69 W	146514016022
R0055095	AMEZCUA MARCELINA	14	1N	69 W	146514016013
R0055237	AMMANN BRUNO W & LYNDA C SHORT	14	1N	69 W	146514013012
R0116423	ARFORD LOIS F & RICHARD F PRZYWITOWSKI	14	1N	69 W	146514013002
R0055126	ARMJO STEPHEN R & SUSAN M	14	1N	69 W	146514008003
R0055232	BAKER PAUL & PATRICIA S	14	1N	69 W	146514019006
R0052296	BALL MATTHEW G & JULIE A	14	1N	69 W	146514003003
R0052443	BANNOW JOHN T	14	1N	69 W	146514004002
R0055099	BARKLEY CHARLES R	14	1N	69 W	146514006015
R0055234	BASLER JAMES L & KIMBERLY F	14	1N	69 W	146514006009
R0055107	BATTISTA KAREN M & JOHN A JR	14	1N	69 W	146514008001
R0055151	BEDELL WILLIAM D	14	1N	69 W	146514020001
R0052301	BEHR JOHANNA LYNNE	14	1N	69 W	146514003007
R0055105	BENEDICT FRANK B & DELPHINA G	14	1N	69 W	146514017002
R0052490	BENTSEN ERNIE ALF & HRESULA S D	14	1N	69 W	146514003005
R0055164	BERTRAM CHAD & NICOLE	14	1N	69 W	146514007009
R0055231	BETHUREM JAYSON L & KATE LAINSON	14	1N	69 W	146514019005
R0093248	BLOOM ALBERT	14	1N	69 W	146514000028
R0103077	BLOOM MARTHA	14	1N	69 W	146514000031
R0103080	BLOOM ROY	14	1N	69 W	146514000034
R0055169	BONHAM EDWARD M & EVELYN F	14	1N	69 W	146514016018
R0084533	BONIEK MANI	14	1N	69 W	146515010004
R0052427	BORCHERT ERIC & JANET K	14	1N	69 W	146514002005
R0105077	BRISTOL GINA	14	1N	69 W	146514007011
R0055100	BROWN DAVID I & ANITA P SCHUNEMAN	14	1N	69 W	146514016003
R0055112	BRUGGER JOHN	14	1N	69 W	146514009005
R0055197	BURINDA SHARON J	14	1N	69 W	146514010005
R0055229	BURKHARD THOMAS M & CONSTANCE J	14	1N	69 W	146514019003
R0055226	CALORE DANIEL M & NANCY T	14	1N	69 W	146514005001
R0055216	CARDENAS RONNIE C & DOLORES M	14	1N	69 W	146514008008
R0055116	CARMICHAEL JAMES L & MARTHA A	14	1N	69 W	146514009012
R0055117	CARMICHAEL JAMES L & MARTHA A	14	1N	69 W	146514009001
R0055245	CARTER ALVIN T 90% INT &	14	1N	69 W	146514014002
R0503789	CASTRO JOSEPH & MARIE H	14	1N	69 W	146514023001
R0055165	CHAPMAN DONALD E JR & MARIETTA F	14	1N	69 W	146514016005
R0055240	CHATHAM DAVID G & LILLIAN	14	1N	69 W	146514006014
R0056443	CHAVEZ MATTHEW G & TRACY S	14	1N	69 W	146515008003
R0056502	CIARANELLO ROBERT H & VONNA E	14	1N	69 W	146515013002
R0055119	CIMINSKI JOHN W & JEANNE	14	1N	69 W	146514006010
R0055135	CLARK GLENN ANTHONY & ROBIN LORI CLARK	14	1N	69 W	146514010009
R0055156	CLARK LIVING TRUST	14	1N	69 W	146514007003
R0055236	CLAYTON JAMES B JR & LESLEY J	14	1N	69 W	146514016002
R0055174	CLOUD STEVEN P & CANDICE A	14	1N	69 W	146514008013
R0055210	CLYNCKE ANDREW P & ELAINE R	14	1N	69 W	146514012005
R0055149	COFFMAN WARD A & BETH A	14	1N	69 W	146514017008
R0055110	COOLEY MATOY CHRISTOPHER C	14	1N	69 W	146514015002
R0052403	COUNTY OF BOULDER	14	1N	69 W	146514000030
R0081042	COUNTY OF BOULDER	14	1N	69 W	146514000022
R0148970	COUNTY OF BOULDER	14	1N	69 W	146514022003
R0056464	COX MELVIN DOUGLAS & SARAH LOIS	14	1N	69 W	146515008005
R0055142	CULVERT JOHN M & ANITA CULVERT	14	1N	69 W	146514007004
R0055196	DAN WAGNER PROPERTIES LLC	14	1N	69 W	146514020002
R0052479	DAVIS DAVID M	14	1N	69 W	146514001004
R0056430	DAVIS DONNA TRUSTEE OF DONALD G KNIGHT T	14	1N	69 W	146522001001
R0055124	DEBRUYNE CAMIEL & VELMA LIVING TRUST	14	1N	69 W	146514014001
R0055108	DECINO JAMES ROBERT	14	1N	69 W	146514008002
R0056454	DEFOOR THOMAS E & KAYE E	14	1N	69 W	146515013011
R0128268	DELAND JOHN M & ELIZABETH A SAYRE	14	1N	69 W	146514021002
R0055096	DEMARA DARRYL L & CAROLYN G	14	1N	69 W	146514007006
R0055182	DEVELYN LINDA KAYE	14	1N	69 W	146514014005
R0055217	DICKEY THOMAS L & SUSAN J MITCHELL	14	1N	69 W	146514013008

BOULDER COUNTY



Exhibit "B"

Attached hereto and made a part hereof that certain Request for Notification of Surface Development dated February 15, 2006.

ACCOUNTNO	OWNER	SECTION	TOWNSHIP	RANGE	PARCELNB
R0055138	DICKSON RACHEL LEAH & DOUGLAS	14	1N	69 W	146514014003
R0055168	DIEKMANN BARBARA B & JAMES E	14	1N	69 W	146514016017
R0055158	DOMINGUEZ YVONNE D	14	1N	69 W	146514012009
R0052480	DRAKE MILDRED M	14	1N	69 W	146514001002
R0056442	DVORAK FRANCIS J & PHILLYS A	14	1N	69 W	146515007004
R0055220	ECKHARDT REGINALD LEE & JOAN MARIE	14	1N	69 W	146514005007
R0055127	EICHINGER DELBERT C & JOANN	14	1N	69 W	146514013006
R0055177	EITELBACH MARSHA A	14	1N	69 W	146514016023
R0055133	ENHOLM TRACI E	14	1N	69 W	146514009003
R0148969	ERIE HISTORICAL SOCIETY	14	1N	69 W	146514022002
R0056433	FAKHRI AZA B	14	1N	69 W	146522002001
R0055173	FECHNER JIMMY R & MARY BETH	14	1N	69 W	146514011009
R0052474	FELT EDWARD T JR & PATRICIA E	14	1N	69 W	146514000029
R0056447	FORD STUART L & DEBRA J	14	1N	69 W	146515013013
R0055144	FOSTER GERALD W	14	1N	69 W	146514016014
R0056476	FRANKLIN MICHAEL G & DEIRDRE M	14	1N	69 W	146515009004
R0055224	GADDY GEORGE DOUGLAS &	14	1N	69 W	146514005003
R0060003	GAWF JOHN A & JODI M	14	1N	69 W	146515014003
R0056455	GERHARDT JOHN J & MARGARET D	14	1N	69 W	146515013009
R0055121	GILL RONALD EUGENE & MARY BETH	14	1N	69 W	146514008004
R0055246	GINNOW DAMON R & NANCY D	14	1N	69 W	146514016006
R0055134	GINTHER DENNIS A & JACKIE L	14	1N	69 W	146514013003
R0056491	GOCKLEY JAMES W & THERESA SANGER	14	1N	69 W	146515008007
R0055139	GONZALES JOE & JANETTE MARIE	14	1N	69 W	146514012008
R0055159	GOODACRE R W	14	1N	69 W	146514012001
R0055225	GRATTON STEPHEN B & KARLA D	14	1N	69 W	146514005002
R0055143	GRESS MARCUS W & BETTY L	14	1N	69 W	146514007005
R0056486	GRIEBEL KYLE L & JOIE L	14	1N	69 W	146515009001
R0088959	GRIFFIN RICHARD M & DEBORAH S	14	1N	69 W	146514011013
R0052491	GRIMSDALE ELLEN R & JAMES R	14	1N	69 W	146514004005
R0056451	HALL GARY M & LINDA J	14	1N	69 W	146515014006
R0056488	HAMILTON RODNEY G & NETTIE L PENMAN	14	1N	69 W	146515013007
R0509730	HAMMETT ROBERT & SUZANNE	14	1N	69 W	146514124002
R0056500	HARLAN JACK A JR &	14	1N	69 W	146515013010
R0055193	HARRIS DARWIN & JANNACE K	14	1N	69 W	146514006016
R0055198	HAYS PAUL	14	1N	69 W	146514007002
R0056448	HEFFNER ERIC A & KRISTI A	14	1N	69 W	146515014001
R0055157	HEIN WHITNEY & GERALD B	14	1N	69 W	146514017009
R0055148	HENZE CATHERINE J	14	1N	69 W	146514011007
R0055150	HINZ DONALD J JR	14	1N	69 W	146514015001
R0055205	HOLLOWELL JAMES RHOADS &	14	1N	69 W	146514016012
R0089640	HUMBLE BARBARA A &	14	1N	69 W	146514000027
R0055212	ITANI NADI R &	14	1N	69 W	146514010004
R0069105	JASPER RONALD SCOTT & RONALD L & MICHAEL	14	1N	69 W	146514000012
R0055219	JESKE CHERYL ANN & MARK F NAUMANN	14	1N	69 W	146514019009
R0103079	JOHNSON F MARION	14	1N	69 W	146514000033
R0055222	JOHNSTON JUDITH	14	1N	69 W	146514005005
R0055115	KAUFFMAN BOB & CAROLINE	14	1N	69 W	146514017005
R0055223	KEELER DONALD L & NILA A	14	1N	69 W	146514005004
R0121758	KISSELL ELIZABETH W	14	1N	69 W	146514000037
R0055206	KOCIK LAWRENCE V & MARIE E	14	1N	69 W	146514007008
R0055161	KOSOROK DIANNE C	14	1N	69 W	146514013011
R0056458	KUHN DAVID E &	14	1N	69 W	146515013005
R0112628	KUPFNER STEVEN L & PATRICIA S	14	1N	69 W	146522001002
R0055162	LAMUE ORIN G	14	1N	69 W	146514013001
R0052442	LEADY STEVEN J	14	1N	69 W	146514001006
R0055170	LEGROS CHARLES R & BEVERLY J TTEES	14	1N	69 W	146514008011
R0056459	LEMOINE BRUCE A & REBECCA A	14	1N	69 W	146515013004
R0052449	LENNON MICHAEL JAMES	14	1N	69 W	146514003004
R0055171	LEWIS GERALD D & LINDA L	14	1N	69 W	146514017007
R0084532	LONGMONT FIRE PROTECTION DIST	14	1N	69 W	146515015002
R0055221	LOOMIS OREN HOWARD JR &	14	1N	69 W	146514005006
R0112629	LOPEZ MARTIN & DIANE MARIE	14	1N	69 W	146515010005
R0056497	LUCERO JOE L & THERESA M & JOHN A	14	1N	69 W	146515006002
R0149540	LUDKEWYCZ MAREIKE	14	1N	69 W	146535329003

BOULDER COUNTY



Exhibit "B"

Attached hereto and made a part hereof that certain Request for Notification of Surface Development dated February 15, 2006.

ACCOUNTNO	OWNER	SECTION	TOWNSHIP	RANGE	PARCELNB
R0055239	LUKENS BREE	14	1N	69 W	146514017001
R0052378	LYBARGER EDDY RAY &	14	1N	69 W	146514001005
R0055244	MARTIN CHARLES	14	1N	69 W	146514013013
R0055130	MASON CLYDE P	14	1N	69 W	146514010002
R0055136	MASON GLENN D & MAUREEN F	14	1N	69 W	146514020007
R0116336	MAXWELL MARTIN R & BETH S	14	1N	69 W	146514002007
R0055114	MCCRAIN CLARK A & CATHY S	14	1N	69 W	146514009010
R0056462	MCPMAHON DAVID	14	1N	69 W	146515009003
R0055132	MCMASTER TIMOTHY A & SUZANNE M ENGERT	14	1N	69 W	146514020006
R0056446	MEAD EDWARD P & LYNN J	14	1N	69 W	146515007009
R0052415	MEEKER REX L & MARGARET A	14	1N	69 W	146514000004
R0055109	MELLBLOM JOHN WARREN & DEBORAH ANN	14	1N	69 W	146514012010
R0055160	MENEFEE BRIAN & VERONICA	14	1N	69 W	146514008015
R0055137	MIDDLEBROOK BARRY & CHRISTINA GRANT	14	1N	69 W	146514014004
R0055128	MIDYETTE JOHN NOLD & NANCY	14	1N	69 W	146514006012
R0069118	MINERAL RESOURCES JV	14	1N	69 W	146514000014
R0055214	MONROE DARRELL E & SHARON L &	14	1N	69 W	146514013009
R0056477	MORROW DENNIS MYRL &	14	1N	69 W	146515007005
R0055101	MORTENSEN DONNA J & GARY D	14	1N	69 W	146514010007
R0055187	MUENGER LADAWN B	14	1N	69 W	146514008010
R0051868	MUIR ROY B & MARILYN E	14	1N	69 W	146514001001
R0509729	MURPHY LIVING TRUST	14	1N	69 W	146514024001
R0055175	NAUGLE DANIEL LEE & LAURA LEE	14	1N	69 W	146514008005
R0055122	NEIBERGER WAYNE A & CAROLYN M	14	1N	69 W	146514012002
R0056460	NICHOLAS KENNETH J & CHARLA M	14	1N	69 W	146515013003
R0055242	NICHOLSON SUSAN S & DANIEL	14	1N	69 W	146514011003
R0055186	NORRIS GILBERT H & JUDITH P	14	1N	69 W	146514011012
R0055207	NYE HARVEY F & CARMEL J	14	1N	69 W	146514016001
R0056441	OKIMOTO JONI C & DARRYL J GRIFFIN JR	14	1N	69 W	146515007002
R0055213	OLSON BARBARA M	14	1N	69 W	146514017003
R0055147	ORTH RANDY R	14	1N	69 W	146514011005
R0055194	PATTERSON DREU S & KATHRYN A	14	1N	69 W	146514016007
R0056456	PAUL GABRIELE C	14	1N	69 W	146515013008
R0055155	PEARSON WAYNE E & LODEMA J	14	1N	69 W	146514020005
R0055178	PEDERSON BRAD & MICHELLE	14	1N	69 W	146514009004
R0055192	PEEK CHARLES A & LILLIAN	14	1N	69 W	146514009006
R0055179	PETERSON RANDY	14	1N	69 W	146514007010
R0056452	PHILIP ROBERT B	14	1N	69 W	146515014004
R0055190	PHILLIPS C MARK & M ROBIN	14	1N	69 W	146514017010
R0075589	PHILLIPS MAXINE	14	1N	69 W	146514017011
R0055140	POLLOCK DANA G	14	1N	69 W	146514008014
R0055189	PRAG PATRICK WILLIAM & PAMELA JO	14	1N	69 W	146514007007
R0056463	QUINN DAVID C & TAMMY	14	1N	69 W	146515007010
R0055211	RAWSON TERESA & GREG	14	1N	69 W	146514016021
R0055098	REEVES TIMOTHY D & BEVERLY L	14	1N	69 W	146514014006
R0055199	REIDER BYRON L & AGNETA M	14	1N	69 W	146514012003
R0056501	REYNOLDS JAMES & MARY COFFIN	14	1N	69 W	146515013001
R0055145	RICE D LLOYD	14	1N	69 W	146514010006
R0055200	RIESEBERG FREEDO V	14	1N	69 W	146514011010
R0055201	RIESEBERG FREEDO V & BETTY M	14	1N	69 W	146514011011
R0503788	RIGGLE JAMES J & MARCIA L KILEY-RIGGLE	14	1N	69 W	146514023002
R0056490	RODRIGUEZ JUANITA C	14	1N	69 W	146515007003
R0055203	RODRIGUEZ FELIX & CORDELIA A	14	1N	69 W	146514010010
R0055146	ROGERS BRUCE H	14	1N	69 W	146514009008
R0055181	ROPER MICHAEL D & ELLEN F	14	1N	69 W	146514009009
R0055118	ROSEMAN MICHAEL SHANNON &	14	1N	69 W	146514011004
R0055227	ROSENTHAL GARY & CHRISTINE COMMENT	14	1N	69 W	146514019001
R0056498	ROSWELL MICHAEL B & CARRIE	14	1N	69 W	146515014005
R0115626	RUNNESTO PER	14	1N	69 W	146515010006
R0055215	RUSK BRIAN J	14	1N	69 W	146514013010
R0055208	RUSK JOSEPH D & JUDY K	14	1N	69 W	146514016004
R0055209	RUSK JOSEPH D & JUDY K	14	1N	69 W	146514016019
R0055235	RYDER BRUCE W & KAY M	14	1N	69 W	146514019008
R0056479	SALAMAN GLENN & ALLI	14	1N	69 W	146515008001
R0052385	SANTON MARK P & JOAN P	14	1N	69 W	146514000003

BOULDER COUNTY



Exhibit "B"

Attached hereto and made a part hereof that certain Request for Notification of Surface Development dated February 15, 2006.

ACCOUNTNO	OWNER	SECTION	TOWNSHIP	RANGE	PARCELNB
R0055104	SCHMIDT MICHAEL W & CHERI L	14	1N	69 W	146514013004
R0056492	SCHNEPF BILLY L & JANET M	14	1N	69 W	146515008006
R0056457	SCHUBERT ROBERT V & LYN ALISON	14	1N	69 W	146515013006
R0055111	SCHULTHEIS FAMILY LIVING TRUST	14	1N	69 W	146514016016
R0055185	SCHWARTZ THOMAS D & REBECCA J SCHWARTZ	14	1N	69 W	146514010001
R0056450	SENF T HENRY P & JOAN	14	1N	69 W	146515014007
R0055113	SINCLAIR ROBERT C & FRANCES L	14	1N	69 W	146514008009
R0052057	SLAVIN PATRICK D & MELISSA M	14	1N	69 W	146514001008
R0052429	SMITH EDWARD & MARJORIE E	14	1N	69 W	146514002006
R0056503	SMITH KENNETH W & JERRE	14	1N	69 W	146515007006
R0056494	SOLAR GERALD W & LOIS J	14	1N	69 W	146515008002
R0084536	SOUTH BOULDER DITCH	14	1N	69 W	146514002004
R0055141	SOWDAEY MEHRAN	14	1N	69 W	146514006013
R0056461	SPEED JAMES F & EDEN DENTON-TROST SPEED	14	1N	69 W	146515013012
R0055123	STARBUCK RICHARD E & WESLEY R BURY &	14	1N	69 W	146514010003
R0055106	STEELE ALAN H & ESTHER K	14	1N	69 W	146514009011
R0052434	STEPHENSON ROBERT M & VIRGINIA J	14	1N	69 W	146514001003
R0128269	STIMELING MATHEW W	14	1N	69 W	146514021003
R0055129	STIPE GEORGE E & JACQUELINE	14	1N	69 W	146514008007
R0056495	STRONG JOYCE M & JACK S	14	1N	69 W	146515010001
R0056496	STRONG JOYCE M & JACK S	14	1N	69 W	146515010002
R0055204	TATTERSHALL STEVEN GRAY & ARABELLA NIANN	14	1N	69 W	146514016011
R0056453	TATUM NORMAN E JR &	14	1N	69 W	146515014002
R0055191	THOMAS THEODORE H & KATHLEEN A	14	1N	69 W	146514012006
R0052428	TOWN OF ERIE	14	1N	69 W	146514002003
R0055230	TOWNSEND MORGAN T III & KIMBERLY T	14	1N	69 W	146514019004
R0056449	TRACY DENNIS E & LISA K	14	1N	69 W	146515014008
R0055188	TREMBACK LISA R & CRAIG J	14	1N	69 W	146514009002
R0055152	TUCK CLINTON V & RUTH M	14	1N	69 W	146514011002
R0055180	TUCK MAURICE L	14	1N	69 W	146514012004
R0056444	TUCK SHIRIN MURIEL FRANCES &	14	1N	69 W	146515008004
R0055094	TYSON PATRICIA A	14	1N	69 W	146514011008
R0055097	US BANK NA TRUSTEE FOR MASTR ASSET	14	1N	69 W	146514017006
R0055195	USREY JEFFREY L & DEBORAH C	14	1N	69 W	146514016008
R0103078	VANDEWALL GRETCHEN M ETAL	14	1N	69 W	146514000032
R0103081	VERNON BEVERLY A & ALBERT D BLOOM	14	1N	69 W	146514000035
R0052401	VERNON BEVERLY A LIVING TRUST	14	1N	69 W	146514000021
R0052463	VILLA RAY P	14	1N	69 W	146514003001
R0052465	VILLA RAY P	14	1N	69 W	146514003002
R0075383	VOLZ KARL JOSEPH & MARY K	14	1N	69 W	146514000016
R0056506	VON EUER -CARLSON LIVING TRUST	14	1N	69 W	146515006001
R0055238	VOSBURY EDWARD S	14	1N	69 W	146514020004
R0056504	WAGNER LEOTA M	14	1N	69 W	146515007001
R0055125	WALKER MICHAEL H & LISETTE M	14	1N	69 W	146514009007
R0128267	WARNER RONALD M & BARBARA R	14	1N	69 W	146514021001
R0052472	WATKINS ROBERT K	14	1N	69 W	146514003006
R0052473	WATKINS ROBERT K	14	1N	69 W	146514004001
R0056499	WESTWOOD DOUGLAS JOE	14	1N	69 W	146522002002
R0055167	WHITE FREDRIC L & JANET M	14	1N	69 W	146514008012
R0055241	WHITFIELD BILLY JOE & BETTY JEAN	14	1N	69 W	146514020003
R0055172	WHYTE-WIEBECK CHARLOTTE E	14	1N	69 W	146514013005
R0055233	WILLIAMS GARY L & DELORES D	14	1N	69 W	146514019007
R0055142	WILLIAMS JAMES M & DIANNE D	14	1N	69 W	146514007004
R0055166	WILLIAMS PAUL M & MARY M	14	1N	69 W	146514016020
R0056507	WILLIAMSEN HATTIE E LIVING TRUST	14	1N	69 W	146515010003
R0052482	WISE HOMESTEAD LLC	14	1N	69 W	146514000018
R0052484	WISE HOMESTEAD LLC	14	1N	69 W	146514000019
R0075384	WISE HOMESTEAD LLC	14	1N	69 W	146514000017
R0075385	WISE HOMESTEAD LLC	14	1N	69 W	146514000025
R0088390	WISE HOMESTEAD LLC	14	1N	69 W	146514000026
R0052487	WISE SARAH ALLENE	14	1N	69 W	146514022001
R0055120	WOODS MICHAEL B & CHRISTINE J	14	1N	69 W	146514006011
R0055243	YOUNG R RICHARD & CELIA A	14	1N	69 W	146514013007
R0055228	ZOUVAS DEBRA A	14	1N	69 W	146514019002



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:

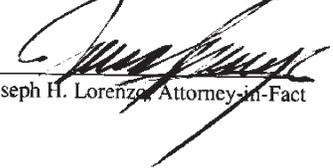
Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, #1500
Denver, CO 80202
Attn: Land Manager/Wattenberg

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
cm

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.



My Commission Expires 01/19/2011

Signature 

Name (Print) Judy L. Luna
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	1S	69W	2	S/2
BOULDER	1S	69W	10	N/2
BOULDER	1S	69W	11	S/2
BOULDER	1S	69W	13	S/2
BOULDER	1S	69W	14	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

Return To:
FINAL DOCS T7408-01F
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200

Prepared By:
WELLS FARGO BANK, N.A.

9780 S MERIDIAN BLVD., 3RD
FLOOR, ENGLEWOOD, CO 801125910

-----[Space Above This Line For Recording Data]-----

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 13, 2012 together with all Riders to this document.

(B) "Borrower" is BEVERLY A VERNON AND VOYLE L VERNON, WIFE AND HUSBAND

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION
0347628828

STEWART TITLE

0330-12212

COLORADO Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3006 1/01

VMP® -6(CO) (0005)

Page 1 of 15

Initials: WV HV

VMP MORTGAGE FORMS - (800)521-7291



organized and existing under the laws of THE UNITED STATES
Lender's address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is the Public Trustee of BOULDER County, Colorado.

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 13, 2012

The Note states that Borrower owes Lender TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED TWENTY FIVE AND 00/100 Dollars

(U.S. \$ ****271,725.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2032

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

Initials: b w

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction]

of BOULDER

[Name of Recording Jurisdiction]:

SEE SCHEDULE A

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

Parcel ID Number:

4612 N 119TH

ERIE

("Property Address"):

which currently has the address of

[Street]

[City], Colorado 80516

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow

Initials: *WUC*

Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

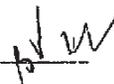
Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

Initials: 

work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

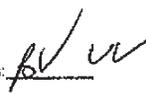
20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any

Initials: 

Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Beverly A (Seal)
BEVERLY A VERNON -Borrower

Voyle L (Seal)
VOYLE L VERNON -Borrower

_____ (Seal)
-Borrower

STATE OF COLORADO, *Boulder*

County ss:

The foregoing instrument was acknowledged before me this *13th* day of *November 2012*
by *BEVERLY A VERNON AND VOYLE L VERNON*

Witness my hand and official seal.

My Commission Expires: *3-17-2013*

Mark A. Miller

Notary Public



1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 13TH day of NOVEMBER, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4612 N 119TH, ERIE, CO 80516

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

NMFL 3170 (14FR) Rev 2/2009
Wolters Kluwer Financial Services
VMP® -57R (0811)
Page 1 of 3

Initials: *WU*



E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 VMP® -57R (0811) Page 2 of 3 Initials: *HL UC* Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

 (Seal)
BEVERLY A VERNON -Borrower

 (Seal)
VOYLE L VERNON -Borrower

_____ (Seal)
-Borrower

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the NE1/4 of Section 14, Township 1 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Northeast corner of Section 14; thence along the East line of the NE1/4 of said Section 14 South 261.69 feet; thence South 88°21'16" West 415.40 feet; thence North 0°43'05" West 260.95 feet to the North line of said NE1/4 of Section 14; thence along said North line North 88°15'49" East 418.70 feet to the point of beginning,
County of Boulder,
State of Colorado

WELLBORE SPECIFIC DECLARATION OF POOLING

WHEREAS, the undersigned parties are the owners of the Oil and Gas Leases described in Exhibit "A", attached hereto and made a part hereof, insofar as said leases cover lands lying within the unit herein below designated; and,

WHEREAS, the provisions of each of said lease(s) as originally written, or as amended, grant the Lessee the right and power to pool and combine the lands covered by each of said leases, or any portion or portions thereof, with other lands for the exploration and development thereof and the production therefrom of oil, gas, and other hydrocarbons associated therewith;

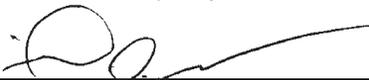
NOW, THEREFORE, pursuant to the rights granted by law and under each of the leases described in Exhibit "A", attached hereto, the undersigned parties hereby consolidate and pool the following described lands into a single unit for the production of oil, gas and associated hydrocarbons from the Wiggett 1-0-13 well, drilled under authority of Rule 318A(e), established by the Colorado Oil and Gas Conservation Commission, and from the formations described below, situated in Boulder County, Colorado, to wit:

Township 1 North, Range 69 West, 6th P.M.
Section 11: SE/4SE/4 Section 12: SW/4SW/4
Section 13: NW/4NW/4 Section 14: NE/4NE/4
Limited to the Wiggett 1-0-13 wellbore and the Codell, Niobrara and J-Sand formations

Said Declaration is not intended to enlarge, reduce or otherwise affect any existing units.

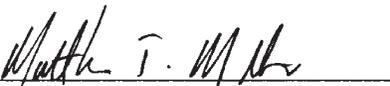
IN WITNESS WHEREOF, this Declaration of Pooling is executed as of this 2nd day of May, 2011, but shall be effective for all purposes as of the date of first production of oil and gas produced from the Pooled Unit. This agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Encana Oil & Gas (USA) Inc.



By: Ricardo D. Gallegos
Title: Attorney-in-Fact 

Kerr-McGee Oil & Gas Onshore LP

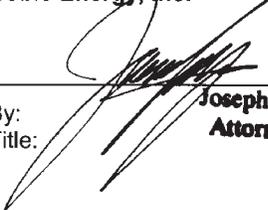


By: Matthew T. Miller
Title: Agent and Attorney-in-Fact 

15/20

Noble Energy, Inc.

By:
Title:


Joseph H. Lorenzo
Attorney-In-Fact
pvt

Robert S. Pirtle

By:
Title:

Martin J. Harrington, Jr.

By:
Title:

E.O.G. Oil Company

By:
Title:

Hopper Oil Company

By:
Title:

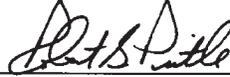
Resource Acquisition Management Co.

By:
Title:

Noble Energy, Inc.

By:
Title:

Robert S. Pirtle



By:
Title:

Martin J. Harrington, Jr.

By:
Title:

E.O.G. Oil Company

By:
Title:

Hopper Oil Company

By:
Title:

Resource Acquisition Management Co.

By:
Title:

Noble Energy, Inc.

By:
Title:

Robert S. Pirtle

By:
Title:

Martin J. Harrington, Jr.



By:
Title: Independent

E.O.G. Oil Company

By:
Title:

Hopper Oil Company

By:
Title:

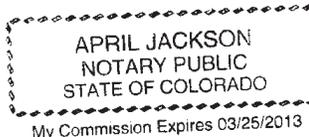
Resource Acquisition Management Co.

By:
Title:

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

The foregoing instrument was acknowledged before me this 2nd day of May, 2011, by Ricardo D. Gallegos as Attorney-in-Fact of Encana Oil & Gas (USA) Inc., a Delaware Corporation.

WITNESS my hand and official seal.



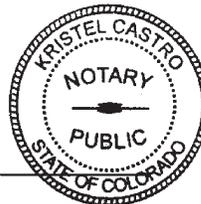
My Commission Expires:
3/25/13

April Jackson
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23rd day of May, 2011, by Matthew T. Miller as Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP.

WITNESS my hand and official seal.



My Commission Expires:
2/4/2015

Kristel Castro
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ as Attorney-in-Fact of Noble Energy, Inc..

WITNESS my hand and official seal.

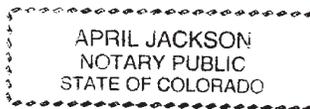
My Commission Expires:

Notary Public

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

The foregoing instrument was acknowledged before me this 2nd day of May, 2011, by Ricardo D. Gallegos as Attorney-in-Fact of Encana Oil & Gas (USA) Inc., a Delaware Corporation.

WITNESS my hand and official seal.



My Commission Expires:
3/25/13

April Jackson
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ as Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP.

WITNESS my hand and official seal.

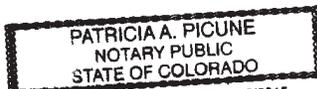
My Commission Expires:

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 16th day of May, 2011, by Joseph H. Lorenzi as Attorney-in-Fact of Noble Energy, Inc..

WITNESS my hand and official seal.



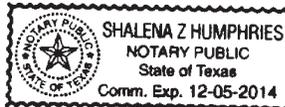
My Commission Expires:
5/9/2015

Patricia A. Picune
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Smith)

The foregoing instrument was acknowledged before me this 14 day of May, 2011, by Robert S. Pirtle.

WITNESS my hand and official seal.



My Commission Expires:
12-5-2014

Shalena Z Humphries
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by Martin J. Harrington, Jr.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as _____

of E.O.G. Oil Company.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by Robert S. Pirtle.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

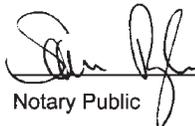
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

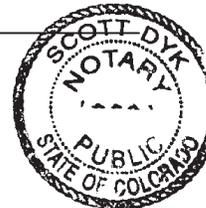
The foregoing instrument was acknowledged before me this 10th day of May, 2011, by Martin J. Harrington, Jr.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires 04/13/2015


Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as _____

of E.O.G. Oil Company.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"
Attached to and made a part hereof that certain Wellbore Specific Declaration of Pooling for the Wiggett 1-0-13 Well

RECORDING						COUNTY
LESSOR	LESSEE	LEASE DATE	FILM	REC NO.	LEGAL DESCRIPTION	
Sheldon E. Allan and Eston R. Allan	W.C. Montgomery, Jr.	2/19/1980	1105	384611	T1N, R69W, 6th P.M. Section 12: SW/4SW/4 less 1.25 acres on the South side and West 1 acre of the SE/4SW/4 Section 13: NW/4NW/4 less 3 acres in SE corner and 3 acres in NW corner of NE/4NW/4	Boulder
Tanaka Bros., a partnership	The Vessels Company	6/25/1982	1212	500573	T1N, R69W, 6th P.M. Section 12: The South 1-1/4 acres of SW/4SW/4 as described in metes and bounds in Warranty Deed signed February 23, 1968, and recorded at Reception No. 872639	Boulder
Albert D. Bloom, Personal Representative of the Estate of Jennie Ogden, deceased	Vessels Oil & Gas Company	6/1/1979	1075	351467	T1N, R69W, 6th P.M. Section 11: SE/4NW/4, E/2SW/4NW/4, E/2SW/4, E/2W/2SW/4, SE/4	Boulder
James K. Kabat and Mary Ann Kabat	The Vessels Company	3/20/1981	1160	439963	T1N, R69W, 6th P.M. Section 11: A parcel of land situated in the N/2S/2SW/4SE/4 more fully described in that certain Deed recorded August 22, 1978, at Reception No. 295410 in the records of Boulder County, Colorado, and that certain Deed recorded January 25, 1979, at Reception No. 319944 in the records of Boulder County Colorado	Boulder
Albert C. Wise, Olive M. Wise, W. Walter Wise, et ux., and Sarah Allene Wise	Martin Exploration Management Corporation	3/8/1980	1111	690668	T1N, R69W, 6th P.M. Section 14: N/2NE/4, the east 10 acres of the NENW, NESW, SWNE, W/2SE/4NE/4, N/2SE/4, and that part of the SENW and the NESW lying east of the east line of that certain tract of land deeded by instrument recorded on Film 922, Reception No. 175271, Boulder County records, being 2.23 acres, more or less	Boulder

(continued on next page)

EXHIBIT "A"
 Attached to and made a part hereof that certain Weilbore Specific Declaration of Pooling for the Wiggett 1-0-13 Well

RECORDING

<u>LESSOR</u> <i>(continued from previous page)</i>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>FILM</u>	<u>REC NO.</u>	<u>LEGAL DESCRIPTION</u> <i>(continued from previous page)</i>	<u>COUNTY</u>
					EXCEPT the north one acre of the NWNE and the north three acres of the NENE of said Section 14, recorded on Book 993, Page 23, Reception No. 563935 of the Boulder County records; less a tract of land in the NW of the NE of Section 14, T1N-R69W, 6th P.M., described as follows: Beginning at the northeast corner of said Section 14, thence S 00°10' W, 1323.6 feet along the east line of said Section 14; thence S 88°25' W 1770 feet along the centerline of Jasper Road (County Road 42); thence N 20 feet to the north line of said Jasper Road, the true point of the beginning; thence north 310 feet; thence west 330 feet; thence south 310 feet to the north line of said Jasper Road; thence East along the north line of said Jasper Road to the true point of beginning.	Boulder
Olive M. Wise, a widow, and the Albert C. Martin Exploration Corporation Wise Family Trust		3/18/1983	1229	521213	T1N, R69W, 6th P.M. Section 14: all that portion as described in Warranty Deed recorded 1-5-79 on film 1044 at Reception Number 317425 and as described in Warranty Deed recorded 11-21-77 on Film 985 at Reception Number 252658 Except that portion as described in Warranty Deed recorded 9-22-80 on Film 1134 at Reception Number 413748 in the register of deeds, Boulder County, Colorado	Boulder
Sarah Allene Wise	Martin Exploration Management Corporation	3/18/1983	1229	521214	T1N, R69W, 6th P.M. Section 14: W/2SE/4NE/4 and the NE/4SE/4 and that portion as described in Warranty Deed recorded 9/22/80 on Film 1134 at Reception No. 413748 in the register of deeds Boulder County, Colorado	Boulder

EXHIBIT "A"
Attached to and made a part hereof that certain Wellbore Specific Declaration of Pooling for the Wiggett 1-0-13 Well

RECORDING

LESSOR	LESSEE	LEASE DATE	FILM	REC NO.	LEGAL DESCRIPTION	COUNTY
Beverly Riley, now by marriage Beverly Vernon	The Vessels Company	9/11/1981	1180	464588	T1N, R69W, 6th P. M. Section 14: A parcel of land in the NE/4NE/4 of Section 14 described as follows: Beginning in the Northeast corner of Section 14; thence along the East line of the Northeast Quarter of said Section 14 south 161.69 feet; thence South 88°21'16" West 415.40 feet; thence North 00°43'05" West 260.95 feet to the North line of said Northeast Quarter of Section 14; thence along said North line North 88°15'49" East 418.70 feet to the point of beginning	Boulder
Albert D. Bloom, Personal Representative of the Estate of Jennie Ogden, deceased	The Vessels Company	4/29/1981	1163	444198	T1N, R69W, 6th P. M. Section 14: The West 30 acres of the NE/4NW/4; and the E/2 of the NW/4NW/4 of Section 14-T1N-R69W and that portion of the N/2NE/4 of Section 14-T1N-R69W described as follows: Commencing at the NE corner of said Section 14; thence South along said Section line 260 feet to a point; thence West 412 feet to a point; thence North 235 feet; thence West to the center line of said Section 14; thence North 25 feet to the North line of said Section 14; thence East along said Section line to the place of beginning; EXCEPT that tract of land conveyed by Jennie T. Ogren to Edythe Roe by Deed recorded May 31, 1961 in Book 1184 at Page 215; AND EXCEPT THAT TRACT OF LAND CONVEYED BY Jennie T. Ogren to Rhea Dawn Weber by Deed recorded July 28, 1967, on Film 609 at Reception No. 853357; AND EXCEPT that tract of land conveyed by Jennie T. Ogren to Nancy Lee Horst by Deed Recorded October 1, 1968 on Film 649 at Reception No. 893570; AND EXCEPT	Boulder

(continued on next page)

EXHIBIT "A"
 Attached to and made a part hereof that certain Wellbore Specific Declaration of Pooling for the Wiggett 1-0-13 Well

RECORDING

LESSOR <i>(continued from previous page)</i>	LESSEE	LEASE DATE	FILM	REC NO.	LEGAL DESCRIPTION <i>(continued from previous page)</i>	COUNTY
---	--------	------------	------	---------	--	--------

that tract of land conveyed by Albert D. Bloom, as Personal Representative of the Estate of Jennie T. Ogren to Beverly Riley by Deeds recorded on Film 1044 at Reception No. 316627 and on Film 1048 at Reception No. 321773; AND EXCEPT that tract of land conveyed by Jennie T. Ogren to F. Marion Johnson and Lillian Johnson by Deed recorded August 12, 1955 in Book 987 at Page 592

Charles L. Jordan and Marjorie L. Jordan	The Vessels Company	12/19/1980	1148	428640	T1N, R69W, 6th P.M. Section 13: A parcel of land located in the N/2 of the NW/4 as more fully described in that certain deed dated February 12, 1973 and recorded March 2, 1973 on Film 808, Reception #056463; and that certain deed dated April 26, 1973 and recorded May 2, 1973 on film 816, Reception #064561.	Boulder
--	---------------------	------------	------	--------	--	---------

Exhibit "A"

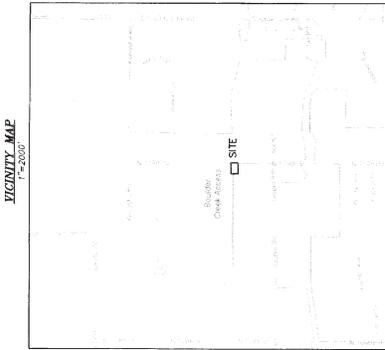
**Attached to and made a part of that Request for Notification of Application for
Development, on behalf of Extraction Oil and Gas, LLC and its affiliates.**

County Name	Township	Range	Section
BOULDER	3N	69W	2
BOULDER	3N	69W	12
BOULDER	3N	69W	36
BOULDER	3N	66W	19
BOULDER	2N	69W	13
BOULDER	2N	69W	14
BOULDER	2N	69W	17
BOULDER	2N	69W	23
BOULDER	2N	69W	24
BOULDER	2N	69W	25
BOULDER	2N	69W	28
BOULDER	2N	69W	32
BOULDER	2N	69W	33
BOULDER	2N	69W	34
BOULDER	2N	69W	35
BOULDER	2N	69W	36
BOULDER	1N	69W	2
BOULDER	1N	69W	3
BOULDER	1N	69W	4
BOULDER	1N	69W	5
BOULDER	1N	69W	6
BOULDER	1N	69W	8
BOULDER	1N	69W	9
BOULDER	1N	69W	10
BOULDER	1N	69W	11
BOULDER	1N	69W	13
BOULDER	1N	69W	14
BOULDER	1N	69W	15
BOULDER	1N	69W	16
BOULDER	1N	69W	17
BOULDER	1N	69W	18
BOULDER	1N	69W	19
BOULDER	1N	69W	20
BOULDER	1N	69W	21
BOULDER	1N	69W	22
BOULDER	1N	69W	23
BOULDER	1N	69W	24
BOULDER	1N	69W	25
BOULDER	1N	69W	26
BOULDER	1N	69W	27
BOULDER	1N	69W	28
BOULDER	1N	69W	29
BOULDER	1N	69W	30
BOULDER	1N	69W	35
BOULDER	1N	69W	36
BOULDER	1N	68W	6
BOULDER	1N	68W	31
BOULDER	1S	69W	1

A-1

County Name	Township	Range	Section
BOULDER	1S	69W	2
BOULDER	1S	69W	12
BOULDER	1S	69W	13
BOULDER	1S	69W	14
BOULDER	1S	69W	15
BOULDER	1S	69W	20
BOULDER	1S	69W	21
BOULDER	1S	69W	22
BOULDER	1S	69W	23
BOULDER	1S	69W	27
BOULDER	1S	69W	28
BOULDER	1S	69W	29

**VERNON ANNEXATION
TO THE TOWN OF ERIE**
A PORTION OF THE NORTHEAST QUARTER OF SECTION 14,
T1N, R69W OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF BOULDER, STATE OF COLORADO
2.382 ACRES
AN-000913-2017



CONTIGUITY
TOTAL ESTIMATED ACRES OF PROPERTY: 1516.91'
1/4 TOTAL PERIMETER OF PROPERTY: 218.48'
PERIMETER CONTIGUOUS TO THE TOWN OF ERIE: 918.21'
TOTAL AREA BEING ANNEXED: 103,747 SQ. FT. OR 2.382 ACRES, MORE OR LESS

SURVEYING CERTIFICATE
I, JOHN P. D'AMICO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEYING MAP THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF ERIE.
I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THE 15TH DAY OF FEBRUARY, 2017.



JOHN P. D'AMICO
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 29414
EHRHART LAND SURVEYING, LLC
10000 W. 10TH AVENUE, SUITE 200
BOULDER, COLORADO 80506
PHONE: (303) 828-3340

BOARD OF TRUSTEES APPROVAL CERTIFICATE

THIS ANNEXATION MAP IS TO BE KNOWN AS "VERNON ANNEXATION TO THE TOWN OF ERIE" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20____, AND

MAYOR _____ TOWN CLERK _____
ATTEST: _____

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF BOULDER } 19
I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ A.D., 20____, AND WAS RECORDED AT RECEPTION NUMBER _____ BOULDER COUNTY CLERK AND RECORDER _____



LEGEND

- SECTION CORNER
- TOWN OF ERIE LIMITS
- AREA BEING ANNEXED
- (M) — MEASURED
- (D) — DECEDED



ANNEXATION DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE OR LESS THE 2.382 ACRES, MORE OR LESS, CONTAINED IN THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE S89°15'00\"/>

NOTES

- 1) THIS ANNEXATION MAP WAS NOT CONDUCTED IN A TITLE SEARCH BY EHRHART AND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE THE EXISTENCE OF ANY EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 2) NOTICE ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOUR FIRST KNOWLEDGE OF THE DEFECT. THIS SURVEY WAS COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
- 3) BEARINGS ARE BASED ON THE EAST LINE OF THE NE QUARTER OF SECTION 14 BEARS N00°32'1\"/>

**VERNON ANNEXATION
TO THE TOWN OF ERIE**
NE 1/4 SECTION 14, T1N, R69W OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO
2.382 ACRES
AN-000913-2017

EHRHART
LAND SURVEYING
P.O. Box 938 • 125 S. Ashland St. #116
Boulder, Colorado 80502
303.442.1248
www.ehrhart.com

SHEET: 1 OF 1
DATE: 5/1/18
DRAWN BY: JPE
PROJECT: S165123

VERNON ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 26th day of February 2019 (the "Effective Date") by and between the Town of Erie, a Colorado municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Beverly Vernon, A Living Trust, a trust with an address of 10675 Goose Haven Drive, Lafayette, CO 80026 ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is the owner of certain real property located in unincorporated Boulder County and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to have the Property annexed to the Town;

WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.
2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Erie Municipal Code, as amended, and other applicable law.
3. Water Rights. Owner shall offer to dedicate any adjudicated water rights to the Town which are appurtenant to the Property as set forth in the Erie Municipal Code. In addition, Owner shall dedicate to the Town all nontributary ground water rights associated with the Property.
4. Sewer Service. The Town shall provide sewer service to the Property at its standard rates. To the extent sewer lines shall be constructed to connect to municipal service, the construction of such lines shall be the obligation and at the sole expense of Owner. The construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and specifications. The Town shall determine the sewer tap fees based on the Erie Municipal Code. Sewer connections shall be required before the Town will issue a building permit for the construction of a new residential dwelling on the Property.
5. Water Service. The Property is currently provided water service by the Left Hand Water District and the Town does not currently have a water main in the vicinity of the Property. The Property shall continue to be served by the Left Hand Water District until such time as the Town constructs a water main along 119th Street which adjoins the Property. At such time as a water main is so constructed, the Owner hereby agrees to connect to the Town's water system. At such time, the Property shall be excluded from the Left Hand Water District and the transfer of water service to the Town shall proceed in accordance with the Agreement Regarding Water Service and

Boundaries between the Town of Erie and the Left Hand Water District, recorded with the Boulder County Clerk and Recorder at Reception No. 2294066 on June 6, 2002, as that agreement may be amended or revised in the future.

6. Easements. Owner agrees to acquire at its own expense and to dedicate to the Town by special warranty deed all utility easements within the Property as necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities.

7. Northern Colorado Water Conservancy District. On or before the Effective Date of Annexation, Owner shall provide the Town with evidence that the Property is included within the Northern Colorado Water Conservancy District ("NCWCD"). At such time as the Town provides notice that water service will be provided to the Property by the Town, the Owner shall include the Property into the Municipal Subdistrict of NCWCD prior to receiving said water service from the Town.

8. Zoning and Development.

a. Owner hereby consents to the zoning of the Property as Rural Residential (RR), as defined by § 10.2.2 of the Erie Municipal Code. Owner acknowledges that RR zoning, with its gross density not to exceed one dwelling unit per 2 acres, prohibits subdivision of the Property.

b. The existing residential structure shall be demolished within 180 days of the effective date of the ordinance annexing the Property to the Town. Until such time as the Town issues a certificate of occupancy for a new, fully permitted residential structure, Owner shall not allow occupancy of the existing residential structure on the Property, and no person shall use the property for residential purposes. No building permit shall be issued for the Property and no new residential structure shall be constructed on the Property until the existing residential structure has been demolished and a sewer connection has been established for the Property. Upon annexation, the Property is only eligible for only a demolition permit.

c. The Town acknowledges that the gazebo existing on the Property in the location depicted on **Exhibit B**, attached hereto and incorporated herein (the "Gazebo"), does not meet the Town's setback requirements, but the gazebo may remain as a legal nonconforming structure until the gazebo is either demolished or destroyed. If demolished or destroyed, the Gazebo may not be reconstructed.

d. Upon annexation, the Property shall be maintained in good condition and Owner shall immediately comply with the Town's nuisance and weed control ordinances.

e. Subject to the foregoing, Owner may develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law.

9. Vested Rights. Upon annexation, Owner waives any prior vested property rights that may have been acquired in Boulder County and acknowledges that this Agreement creates no new vested rights.

10. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include without limitation the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

11. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

12. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

13. Miscellaneous

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 1074
 APPLICATION 2388 } **Whereas**, There has been deposited in the General Land Office of the
 United States a Certificate of the Register of the Land Office at Denver, Colorado whereby
 it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO
 ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of
Oliver & Nise has been established and duly consummated, in conformity
 to law, for the North Half of the North East quarter of Section fourteen
in Township one North of Range Sixty-nine West, in the District
of Bands subject to sale at Denver, Colorado, containing Eighty
Acres.

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

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said Oliver & Nise the tract of land above described:

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said Oliver & Nise and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Rutherford B. Hayes President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Fifth day of November, in the year of our Lord one thousand eight hundred and Seventy Eight, and of the Independence of the United States the one hundred and and third.

BY THE PRESIDENT: R. B. Hayes
 By W. J. Crook Secretary.
M. Clark Recorder of the General Land Office.



Recorded, Vol. 3 Page 251

Filed for Record the 23 day of June ¹⁹⁰⁴ A. D. 43, at 11⁰⁰ o'clock A.M.
Gov. Williams Recorder
W. G. Kerr Deputy.

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: F0632479-171-MSK-JHL

1. **Effective Date:** March 15, 2019 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

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

Beverly A. Vernon Living Trust, dated March 24, 2000

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 4612 N 119Th St, Erie, CO 80516-6915

Attached Legal Description

A portion of the NE $\frac{1}{4}$ of Section 14, Township 1 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Northeast corner of Section 14; thence along the East line of the NE $\frac{1}{4}$ of said Section 14 South 261.69 feet; thence South $88^{\circ}21'16''$ West 415.40 feet; thence North $0^{\circ}43'05''$ West 260.95 feet to the North line of said NE $\frac{1}{4}$ of Section 14; thence along said North line North $88^{\circ}15'49''$ East 418.70 feet to the point of beginning,
County of Boulder, State of Colorado.

SCHEDULE B

Exceptions

1. Reservations contained in the Patent

From: The United States of America
To: Oliver E. Wise
Recording Date: June 23, 1904
Recording No: Book 100 at Page 185

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

2. Right of way for North 119th Street.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: right of way purposes over the North 12.51 feet
Recording Date: January 2, 1979
Recording No: Reception No. 316627

4. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: April 7, 1980
Recording No: Reception No. 390668

5. Terms, conditions, provisions, agreements and obligations contained in the Notice of Right to Use Surface of Lands with respect to the aforementioned lease, as set forth below:

Recording Date: December 24, 1996
Recording No.: Reception No. 1666170

6. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 1, 1981
Recording No: Reception No. 444198

7. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: September 17, 1981
Recording No: Reception No. 464588

8. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: August 8, 1994
Recording No.: Reception No. 1452811

9. Terms, conditions, provisions, agreements and obligations contained in the Notice of Right to Use Surface of Lands as set forth below:

Recording Date: February 8, 1999
Recording No.: Reception No. 1903341

10. Terms, conditions, provisions, agreements and obligations contained in the Notice of Oil and Gas Interests and Surface Use as set forth below:

Recording Date: December 11, 2000
Recording No.: Reception No. 2102273

11. Right, title, interest, or claims of interest by the Final Plat of Wise Homestead Park recorded February 22, 2001 at Reception No. 2120726

12. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: April 11, 2006
Recording No.: Reception No. 2769129

13. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification as set forth below:

Recording Date: December 21, 2007
Recording No.: Reception No. 2900941

14. All oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: Beverly A. Vernon Living Trust, dated March 14, 2000
Recording Date: January 14, 2009
Recording No.: Reception No. 2973416

15. Terms, conditions, provisions, agreements and obligations contained in the Wellbore Specific Declaration of Pooling as set forth below:

Recording Date: January 22, 2014
Recording No.: Reception No. 3362992

16. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Application for Development as set forth below:

Recording Date: July 12, 2016
Recording No.: Reception No. 3529919

17. Terms, conditions, provisions, agreements and obligations contained in the Vernon Zoning Map as set forth below:

Recording Date: March 15, 2019
Recording No.: Reception No. 3702593

18. Terms, conditions, provisions, agreements and obligations contained in the Vernon Annexation Agreement as set forth below:

Recording Date: March 15, 2019
Recording No.: Reception No. 3702594

19. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$271,725.00
Trustor/Grantor Beverly A. Vernon and Voyle L. Vernon
Trustee: Public Trustee of Boulder County
Beneficiary: Wells Fargo Bank, N.A.
Recording Date: December 6, 2012
Recording No: Reception No. 3272552

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

