

450N

BOOK 633

Recorded at 248'clock SEP 25 1970  
Rec. No. 1555202

Producers 88 (212) 2-63--Colorado

OIL, GAS AND MINERAL LEASE 3-1

Any Known Deposits

COPY

THIS AGREEMENT made this 1st day of April 1970 between  
The Lower Latham Reservoir Company, a Colorado Corporation,  
c/o Marcellus E. H. Smith,  
909 10 Avenue, Greeley, Colorado

Lessor (whether one or more), and T.S. Page, 318 Patterson Building, Denver, Colorado 80202

Lessee, WITNESSETH:  
1. Lessor in consideration of TEN & MORE Dollars

(\$ 10.00 & MORE) in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Weld County, Colorado, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

EXHIBIT "A"

TOWNSHIP 4 NORTH - RANGE 65 WEST, 6TH P.M.

- Section 2: Lots 1,2,3,4, 5, 8, 9
- Section 3: Lots 1,2,3, 8, 9, SE 1/4, E 1/4, SE 1/4, and that part of the W 1/4 lying East of the C.B. & Q. Railroad right of way, containing 10 acres more or less; A strip of land 60 feet wide off of the North side of NW 1/4 containing 2 acres more or less.
- Section 5: Part of the E 1/4 described as follows: A strip of land 80 feet wide, the center line of which is described as follows: Commencing at a point whence the quarter corner on the North side of Section 5, bears North 13° 25' West 1510 feet distant; thence by true bearing (variation 14° 15' East) South 62° 45' East 2640 feet to a point 65 feet South of the quarter corner between Sections 4 & 5, containing 5 acres more or less.
- Section 10: That part of the NE 1/4 described as follows: Commencing at the northeast corner of said quarter section, running thence South 89° 50' West on the North boundary line of said quarter section 1006.8 feet to a point; thence South 0° 10' East 800 feet to a point; thence North 89° 50' East 1006.8 feet to a point on the East boundary line of said quarter section; thence running North 0° 10' West on the East boundary line of said quarter section 800 feet to the point of beginning, containing 18.49 acres more or less.

TOWNSHIP 5 NORTH - RANGE 65 WEST, 6TH P.M.

- Section 34: That part of the SE 1/4 described as follows: Beginning at a point from whence the quarter corner common to Sections 34 & 35 bears North 0° 10' West 1 259 feet; thence by true course and distance as follows: South 62° 14' West 2812 feet to a point; thence North 0° 10' East 203.8 feet to a point, said point being 73 feet North of the center line of the Lower Latham Reservoir dam as now constructed; thence North 69° 17' East 2813 feet to a point, said point being 53 feet North of the center-line of the Lower Latham Reservoir dam as now constructed; thence North 0° 10' West 210 feet to the point of beginning, containing 12.4 acres more or less.  
That part of the SE 1/4 containing 40 acres described as follows: Commencing at the quarter corner common to Section 35, thence North 138 feet; thence North 69° 17' East 2850 feet; thence South 1171 feet; thence West 2640 feet to the point of beginning.
- Section 35: SW 1/4, W 1/2, and a strip of land in the E 1/2 described as follows: Commencing at a point 875 feet East of the quarter corner between Sections 34 & 35; thence running North 81° 44' East 2038.8 feet; thence South 35° 28' East 85.1 feet; thence South 7° 11' East 150 feet to the half section line bisecting said Section 35; thence West on said half section line to the point of beginning, containing 7.3 acres more or less.  
Also a parcel of land described as follows: Beginning at a point on the East and West quarter section line through Section 35 from whence the quarter corner common to Sections 34 & 35 bears South 89° 55' West 930 feet; thence by true course and distance as follows: North 80° 55' East along said quarter section line 280.25 feet; thence North 80° 40' East 1462.3 feet to a point on the North & South quarter section line through said section 35; from whence the center of said Section 35 bears South 0° 15' East, 235.8 feet, continuing North 0° 15' West along said quarter section line, 132.89 feet; South 80° 46' West 1288.45 feet; thence South 78° 29' West 480 feet; thence South 12° 30' East 69.79 feet to the point of beginning, containing 5 acres more or less.

450N  
11/10/70

SEP-25-70 0.0 120 1555202 9



9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain materials, failure of transportation, or other cause beyond the control of Lessee.

11. If, during the term of this lease, oil or gas or other hydrocarbons or other minerals is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

ATTEST:

W. E. H. Smith  
Secretary

THIS LOWER LATHAN RESERVOIR COMPANY

BY: Johnny R. Rein  
President

STATE OF COLORADO,

County of Weld } SS.

Colorado Acknowledgment

The foregoing instrument was acknowledged before me this 1st day of

April

A.D. 1970

by Johnny R. Rein

President and W. E. H. Smith Secretary of the Lower Lathan Reservoir Co., a corporation, and that the seal affixed to said instrument is the corporate seal of said company and that they are personally known to me to be the identical persons and officers whose names are affixed to the above instrument and that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its Bylaws.

My commission expires My Commission expires Aug. 2, 1970



STATE OF COLORADO,

County of \_\_\_\_\_ } SS.

Colorado Acknowledgment

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

Witness my hand and official seal:

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

Notary Public.

No. 1555202

**OIL, GAS AND MINERAL LEASE**

FROM \_\_\_\_\_ TO \_\_\_\_\_

Dated \_\_\_\_\_ 19 \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

N. of Acres \_\_\_\_\_

County, Colorado \_\_\_\_\_

STATE OF COLORADO

County of \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in book \_\_\_\_\_ page \_\_\_\_\_ of the records of this office.

By: \_\_\_\_\_ Register of Deeds.

Deputy: \_\_\_\_\_

When Recorded Return to \_\_\_\_\_



I hereby certify that the within instrument is a true duplicate of the Original filed in my office.

Witness my hand and official seal this 4th day of December 2008

Steve Moreno

Weld County Clerk and Recorder  
Weld County, Colorado

By Paul S. Kunisch  
Deputy