



841

Exemption No. 199355 Book 286 Page 10 Date JUL - 5 1973 10:03 AM
Elbert County Recorder, by John P. Papp D. P. Fee
LEASE

This agreement made and entered into this 1st day of October, 1971,
by and between W. C. WHITEHEAD, agent and attorney in fact for LOIS M. WHITE-
HEAD, and BARKLEY L. CLANAHAN, trustee for LOIS M. WHITEHEAD, party of the
first part and CANON & GILMORE, party of the second part,

WITNESSETH, that the said party of the first part has this day leased
unto party of the second part the following premises in the County of Elbert, State
of Colorado, to-wit:

Beginning at a point on the west boundary line of Section 17,
Township 6 South, Range 62 West, said point being 100' south
of the SW corner of the NW/4 of said Section 17; thence north
along said west boundary line 660'; thence east 660'; thence
south 660'; thence west 660' to point of beginning, containing
10 acres, more or less,

for a term of five years from the first day of October, '971, to the first day of
October, 1976, for the sum of One Thousand Dollars (\$1,000.00) payable in advance
as rent for the first five years this lease is in effect, payable to party of the first
part at Bennett, Colorado.

It is specifically understood and agreed that this lease covers the surface
rights only and that this lease is subject to oil and gas leases covering said property.

It is further agreed that party of the second part shall have the right
to construct a gasoline plant, warehouses, water wells, and other structures
and things on said property necessary and incident to the operation of a gasoline
plant, and to remove same at the expiration of this lease or any time prior thereto,
but upon final removal of any such structures or portions thereof the land shall
be restored as nearly as possible to its original condition. Ownership of water
wells and pumps shall revert to the party of the first part at the time of expiration.

The base lease shall be for a term of five years from date hereof with
option in party of the second part, its successors and assigns, to renew said
lease on the same terms and conditions for additional periods of five years each,
so long as party of the second part, its successors and assigns, shall use said
property or any portion thereof for a site for a gasoline plant and/or a natural
gas compressor station. Such renewals shall be for the same One Thousand
Dollars (\$1,000.00) advance rental for each five year renewal period.

It is further agreed that all or any part of the equipment and facilities placed on the leased premises may be removed at any time prior to or after the expiration of the five year term, or in the additional term for which this lease may be renewed, but when all of said equipment and facilities are so removed and the leased premises abandoned and restored to its original condition, this lease shall be at an end. The parties agree that should the lease be terminated before the expiration of any five year period no advance rental will be returned or prorated and returned to party of the second part.

It is further agreed that party of the second part, its successors or assigns, shall commit no waste on said property and shall pay all taxes on the surface of said property and all taxes on buildings or improvements placed thereon by them.

It is further agreed that party of the second part shall have the right to assign this lease or any portion thereof or of the lease premises without the consent of the party of the first part.

It is further agreed that party of the second part shall not let said premises or permit same to be used for any unlawful business or purpose whatsoever; that party of the second part hereby gives party of the first part a lien upon any and all property of party of the second part kept in use upon said premises, to be enforced in like manner as a chattel mortgage, whether exempt from execution or not, for all rent due or to become due by virtue of this lease.

IN WITNESS WHEREOF the said parties have hereunto inscribed their names on the date above written.

W. C. Whitehead
W. C. WHITEHEAD, Agent and Attorney-In-Fact for Lois M. Whitehead

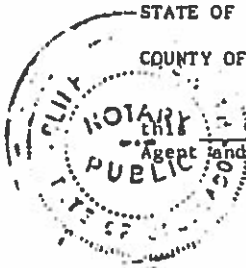
Barkley L. Clamman
BARKLEY L. CLAMMAN, Trustee for
Lois M. Whitehead

CANON AND GILMORE

By Reed Gilmore
Reed Gilmore, Partner

STATE OF COLORADO)

) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me
 this 27th day of October, 1971, by W. C. Whitehead, as
 Agent and Attorney-in-Fact for Lois M. Whitehead.

Witness my hand and official seal.

My commission expires 2/13, 1972

Richard H. Smith
 Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me
 this 28th day of October, 1971, by Barkley L. Clanahan,
 as Trustee for Lois M. Whitehead.

Witness my hand and official seal.

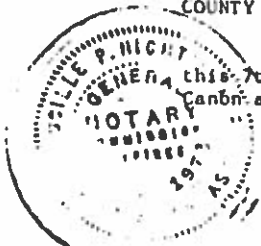
My commission expires 2/26, 1972

Richard H. Smith
 Notary Public

STATE OF NEBRASKA)

) ss.

COUNTY OF KIMBALL)



The foregoing instrument was acknowledged before me
 this 7th day of October, 1971, by Reed Gilmore, as Partner of
 Canby and Gilmore.

Witness my hand and official seal.

My commission expires April 1, 1973.

Lucille P. Nightingale
 Notary Public