



20 YEAR MINERAL RIGHTS SEARCH REPORT

Order Number:
79-336853-47

County, State:
ADAMS COUNTY,

Completed:
07/02/2020

Effective:
06/26/2023

AFX RESEARCH, LLC

A Quarter-Century of Title Document Research Expertise

999 Monterey St. Suite 380, San Luis Obispo, CA 93401

(877) 848-5337 / www.afxllc.com

20 YEAR MINERAL RIGHTS SEARCH REPORT

(pg. 2 of 4)

Order #: 79-336853-47 | Completed: 07/02/2023 | Effective: 06/26/2023

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name(s): KYLE DODERO AND JAMIE DODERO

APN/Parcel/PIN: R0008340
1571-10-0-01-004

County: ADAMS

DEED CHAIN

Instrument 1. WARRANTY DEED

Date Recorded: 01/14/1998

Dated: 01/09/1998

Grantor(s): NORMAN J WELLS JR AND ANN E WELLS

Grantee(s): VICTOR L COLE AND LAURIE T DINGLE

Book/Page: 5208/388

Instrument 2. QUIT CLAIM DEED

Date Recorded: 07/22/2003

Dated: 07/22/2006

Grantor(s): VICTOR L COLE AND LAURIE T DINGLE

Grantee(s): LAURIE T COLE

Instrument: C1179661

Instrument 3. QUIT CLAIM DEED

Date Recorded: 12/29/2003

Dated: 12/02/2003

Grantor(s): LAURIE T COLE

Grantee(s): VICTOR L COLE

Instrument: C1257704

Instrument 4. CONFIRMATION DEED

Date Recorded: 08/26/2011

Dated: 08/24/2011

Grantor(s): PUBLIC TRUSTEE

Grantee(s): DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE

Instrument: 2011000055186

Instrument 5. WARRANTY DEED

Date Recorded: 05/09/2012

Dated: 02/06/2012

Grantor(s): DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE

Grantee(s): DAVID B BLANCHARD AND MARY E BLANCHARD

Instrument: 2012000033254



20 YEAR MINERAL RIGHTS SEARCH REPORT

(pg. 3 of 4)

Order #: 79-336853-47 | Completed: 07/02/2023 | Effective: 06/26/2023

DEED CHAIN (con't...)

Instrument 6. WARRANTY DEED

Date Recorded: 02/07/2018

Instrument: 2018000011273

Dated: 02/06/2018

Grantor(s): DAVID B BLANCHARD AND MARY E BLANCHARD

Grantee(s): KYLE DODERO AND JAMIE DODERO

ADDITIONAL INFORMATION

DURING THE COURSE OF THIS RESEARCH, AN OIL AND GAS LEASE RECORDED IN 1975 WAS FOUND. ALTHOUGH IT IS OUTSIDE THE SCOPE OF THIS RESEARCH, A COPY IS PROVIDED AS AN ACCOMODATION.

SAMPLE



AFX RESEARCH, LLC

999 Monterey St. Suite 380, San Luis Obispo, CA 93401

Ph: (877) 848-5337 Fax: (800) 201-0620

<http://www.afxllc.com>

THANK YOU FOR YOUR ORDER

For questions, please contact our office at 1-877-848-5337.

Order Number:
79-336853-47

The Mineral Rights Search provides ownership information for individual(s) or legal entity(ies) regarding mineral rights of a specific property, at least 10 years back and up to present time. The report will verify mineral rights ownership and address information.

Our professional network of trained researchers follow established industry protocols and use client-supplied property information to complete this Mineral Rights Search. The report includes:

- Current deed information (i.e. grantor, grantee, recording dates)
- Full copies of deeds within the search period

DISCLAIMER

This report was prepared for the intended use of AFX Research, LLC (AFX) and client, exclusively. This report is not a guarantee of title, nor a commitment to insure, nor a policy of title insurance. No warranty, expressed or implied, is made whatsoever in connection with this report. AFX Research, LLC specifically disclaims the making of any such warranties, including without limitation, merchantability or fitness for a particular use or purpose. The information contained in this report is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.



WARRANTY DEED

THIS DEED, Made this 9th day of January 1998, between

Documentary Fee

Norman J. Wells, Jr. and Ann E. Wells
of the County of Adams, State of Colorado, grantor, and

JAN 14 1998

18.50

ADAMS CO
ROBERT SACK
6.00 DOC FEE: 18.50
BK: 5208 PG: 0388-0388
1/14/98 10:05:43
C0354382

Victor L. Cole and Laurie T. Dingle

whose legal address is 9889 East 159th Place, Brighton, Colorado 80601

of the County of Adams and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of **One Hundred Eighty-Five Thousand and 00/100 (\$185,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy with right of survivorship, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

Lot Two (2), Block One (1), HI-LAND ACRES SECOND FILING, County of Adams, State of Colorado.
also known by street and number as

9889 East 159th Place, Brighton, Colorado 80601

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

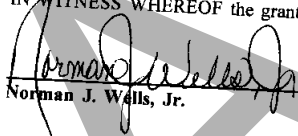
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

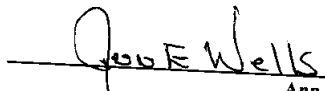
for general taxes and assessments for the year of closing and subsequent years, not yet due and payable; except for easements, restrictions, reservations, covenants, and rights of way of record and in place if any;

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The Singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.


Norman J. Wells, Jr.

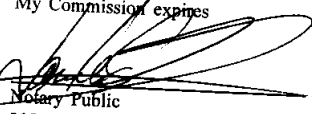

Ann E. Wells

STATE OF COLORADO)
County of Larimer) ss.

The foregoing instrument was acknowledged before me this 9th day of January, 1998, by Norman J. Wells, Jr. and Ann E. Wells.

Witness my hand and official seal.
My Commission expires , 19 .

JAMES W. SCHMEHL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1/17/2000


Notary Public
219 W. Magnolia
Fort Collins, Co. 80521

ATTORNEY AT LAW
219 W. MAGNOLIA
FT. COLLINS, CO 80521

QUIT CLAIM DEED

THIS DEED, Made this 22nd, day of July, 2003 between
Victor L. Cole and Laurie T. Dingle

of the County of Adams and State of Colorado, grantor, and
Laurie T. Cole

whose legal address is 9889 E. 159th Pl, Brighton, CO 80602

of the County of Adams and State of Colorado, grantees:

WITNESSETH, That the grantor(s) for and in consideration of the sum of , () Dollars,
the receipt and sufficiency of which is hereby acknowledged, has remised, released,
sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM
unto the grantees , their heirs, successors and assigns forever, not in tenancy in
common, but in joint tenancy, all right, title, interest, claim and demand which the
grantor has in and to the real property, together with improvements, if any, situate,
lying and being in the County of Adams and State of Colorado, described as follows:

Lot 2, Block 1, Hi-Land Acres Second Filing, County of Adams, State of Colorado.

also known by street and number as 9889 E. 159th Place, Brighton, Colorado 80601

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and
privileges thereunto belonging or in anywise thereunto appertaining, and all the
estate, right, title, interest and claim whatsoever, of the grantor, either in law or
equity, to the only proper use, benefit and behoof of the grantees, their heirs and
assigns forever. The singular number shall include the plural, the plural the
singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor executed this deed on the date set forth above.

Victor L. Cole

Victor L. Cole

Laurie T. Dingle

Laurie T. Dingle

STATE OF COLORADO,)

County of Adams)

ss. The foregoing instrument was acknowledged before
me this 22nd, day of July, 2003,

by Victor L. Cole and Laurie T. Dingle

STACIA A. TUTTY
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 11/30/2005

Witness my hand and official seal.
My commission expires

Stacia A. Tutty

NOTARY PUBLIC

1099 18th Street Suite 770
Denver, COLORADO 80202

C1257704

12/29/2003 11:48:07

PG: 0001-001

6.00 DOC FEE: 0.00

CAROL SNYDER
ADAMS COUNTY

QUIT CLAIM DEED

THIS DEED, Made this 2nd day of December, 2003

between Laurie T. Cole

of the County of Adams and State of Colorado
grantor(s), and Victor L. Cole, a married man,
as his sole and separate property

whose legal address is 9889 East 159th Place, Brighton, CO 80602

of the County of Adams and State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of TEN AND NO/100-----

-----DOLLARS, \$10.00

the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUIT CLAIMED, and by these presents does remise, release, sell, and QUIT CLAIM unto the grantee(s), his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams, and State of Colorado, described as follows:

Lot 2, Block 1 Hi-Land Acres Second Filing, County of Adams, State of Colorado.

also known by street and number as 9889 East 159th Place
Brighton, CO 80602

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereto belonging, or in anywise thereto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his heirs and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Laurie T. Cole

Laurie T. Cole

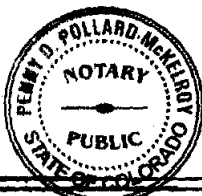
STATE OF COLORADO

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 10th day of December, 2003, by

Laurie T. Cole

My Commission expires:



Penny D. Pollard-McHenry
Notary Public

CONFIRMATION DEED

(CRS §38-38-502)

Public Trustee's Foreclosure Sale No. A201064385

THIS DEED is made August 24, 2011 between Carol A. Snyder as the Public Trustee in and for the County of Adams, State of Colorado, grantor and DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-1, grantee, the holder of the certificate of purchase whose legal address is 12650 INGENUITY DRIVE, ORLANDO, FL 32826.

WHEREAS, the Grantor(s) described below did convey to the public trustee, in trust, the property hereinafter described to secure the payment of the indebtedness provided in said deed of trust:

Original Grantor(s)	VICTOR L. COLE
Original Beneficiary(ies)	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MASTER FINANCIAL, INC. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-1
Current Holder of Evidence of Debt	
Date of Deed of Trust	February 01, 2006
County of Recording	Adams
Recording Date of Deed of Trust	February 08, 2006
Recording Information (Reception and/or Book & Page)	20060208000138590
Re-Recording Date of Deed of Trust	May 11, 2006
Re-Recording Information(Reception and/or Book & Page)	20060511000490570

WHEREAS, a violation was made in certain of the terms and covenants of said deed of trust as shown by the notice of election and demand for sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said deed of trust; combined notice of sale and right to cure and redeem was given as required by law; said property was sold according to said combined notice; and a certificate of purchase thereof was made and recorded in the office of said county Clerk and Recorder; and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said deed of trust, confirms the foreclosure sale and sells and conveys to grantee the following described property located in the County of Adams, State of Colorado, to wit:

LOT 2, BLOCK 1 HI-LAND ACRES SECOND FILING, COUNTY OF ADAMS, STATE OF COLORADO
Also known by street and number as: 9889 EAST 159TH PLACE, BRIGHTON, CO 80602

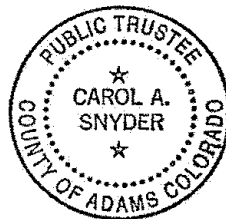
To have and to hold the same, with all appurtenances, forever.

Executed on: August 24, 2011

Carol A. Snyder, Public Trustee in and for the County of Adams, State of Colorado

Carol A. Snyder

By: Carol A. Snyder, Public Trustee



When Recorded Return to: Adams County Public Trustee

STATE OF COLORADO CAROL A. SNYDER, PUBLIC TRUSTEE (NOTARIZATION NO LONGER REQUIRED IN COLORADO PER STATUTE 38-35-106 C.R.S.)

SPECIAL WARRANTY DEED

D.F. \$16.00

S.P. \$160,000.

THIS DEED, dated this February 2, 2012, between DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-1 of the County of Orange and State of Florida, grantor(s), and David B. Blanchard and Mary E. Blanchard whose legal address is 11700 E 18th Ave, Henderson, CO 80540, of the County of Adams and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has/have granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

LOT TWO (2), BLOCK ONE (1), HI-LAND ACRES SECOND FILING, COUNTY OF ADAMS, STATE OF COLORADO

also known by street and number as: 9889 East 159th Place, Brighton, CO 80602 assessor's schedule or parcel number: R0008340

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for his/her/their heirs, personal representatives, successors and assigns, do/does covenant and agree that he/she/they shall and will WARRANT AND FOREVER DEFEND the premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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



DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-1

By: Renee Hensley
Home Retention Manager

STATE OF FLORIDA

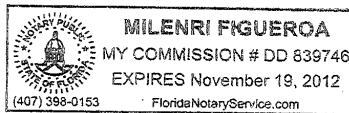
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 06 day of February 2012, by Renee Hensley as Home Retention Manager for DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-1.

Witness my hand and official seal,

[Signature], Notary Public

My Commission Expires:



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

After Recording Return to: David B. Blanchard
Mary E. Blanchard
PO Box 46
Henderson CO 80640

WARRANTY DEED

THIS DEED, Made this 06 day of February, 2018 between
David B. Blanchard and Mary E. Blanchard
of the County of Adams and State of COLORADO, grantor, and

Kyle Dodero and Jamie Dodero
whose legal address is 9889 East 159th Place, Brighton, CO 80602-8606
of the County of Adams, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of **Four Hundred Forty-Five Thousand Dollars and No/100's (\$445,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

Lot Two (2), Block One (1), Hi-Land Acres Second Filing,
County of Adams, State of Colorado.

Doc Fee
\$44.50

also known by street and number as 9889 East 159th Place, Brighton, CO 80602-8606

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.


TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected into the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated **January 2, 2018**, between the parties.

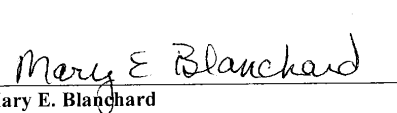
The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLERS:

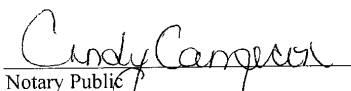

David B. Blanchard


Mary E. Blanchard

STATE OF COLORADO }ss:
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 06 day of February, 2018 by **David B. Blanchard and Mary E. Blanchard**

Witness my hand and official seal.


Notary Public
My Commission expires: 07/02/2020

CINDY CAMERON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124039809
MY COMMISSION EXPIRES 07/02/2020



96689

4.00

Producers 88 Rev. (1 Year Lease) (2-55)
With 640 Acres Pooling Provision
(Non-Development)

(One Year Paid Up Lease)
OIL AND GAS LEASE

2019 PAGE 868

THIS AGREEMENT made this 29th day of July, 1975, between
Howard G. Herbeck

Lessor (whether one or more) whose address is: 9889 East 159th Place, Brighton, Colorado 80601
and AMOCO PRODUCTION COMPANY, Security Life Bldg., Denver, Colorado 80202 Lessee, WITNESSETH:
and Ten and more Dollars

Lessor in consideration of \$10.00 + MORE in hand paid of the royalties herein provided and of the agreements 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 and gas, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous to the land to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Adams County, Colorado, to-wit:

That part of 1/2 1/4 Section 10, Township 1 South, Range 67 West, in Hi-Land Acres Second Block: 1 Lot(s): 2

Notwithstanding any provision of this lease to the contrary, no operations shall be conducted on the above described land without the written consent of Lessor.

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil or gas and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of 1 year from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or lands with which said land is pooled hereunder.

3. The royalties to be paid by Lessee, are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land, as sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith and gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at annual intervals the sum of \$1.00 per acre, and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities. Lessee shall have free use of oil, gas, coal and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent, hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the appropriate local governmental authority, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in size and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should government or need not conform in size or area with the unit or units to which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit. Lessee may at its election exercise its pooling option after commencing operations for or completing an oil gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or lease, upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling or production of oil or gas from any part of the pooled unit which includes land or lease, upon which a well covered by this lease regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production and such of them shall be included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and such of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the acreage covered by this lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled units. Such allocation shall be made on the basis of the number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of that pro rata portion of the oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

5. If at the expiration of the primary term of oil or gas is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas so long thereafter as oil or gas is produced from said land, or from land pooled therewith, the production thereof after the expiration of the primary term of this lease and after oil or gas is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land, or from land pooled therewith. Any pooled unit in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit, in the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 60 feet of and draining the lease premises, or land pooled therewith, Lessee agrees to drill such offset well or wells, as a reasonably prudent operator would drill under the same or similar circumstances. 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.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessee, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil or gas in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator and in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas in paying quantities.

9. 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 royalties thereon or from producing oil or gas therefrom by reason of security of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of security of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

Howard G. Herbeck
Howard G. Herbeck

202/208
Tax Identification Number

Lessor

388-14-2407
Tax Identification Number

605028-AL

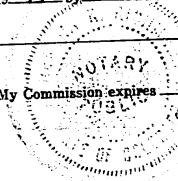
INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO }
County of ADAMS } ss.

The foregoing instrument was acknowledged before me this 11th day of August

19 75 by Howard G. Herbeck

My Commission expires July 29th, 1978 Dorena B. Dickman
Notary Public



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____

19 _____ by _____

My Commission expires _____, 19 _____ Notary Public

96689

Producers 88 Rev. (10 Year Lease) (2-66)
With 60 Acres Pooling Provision

Oil and Gas
Lease

FROM

TO

Dated _____, 19 _____

No. Acres _____ County, _____

Term _____

This instrument was filed for record on the _____

at _____ day of _____, 19 _____

at _____ o'clock _____ M., and duly

recorded in Book _____, Page _____

of the _____ records of this office.

County Clerk _____

By _____, Deputy

When recorded return to _____

When recorded return to
AMOCO PRODUCTION COMPANY
SECURITY LIFE BUILDING
DENVER, COLORADO 80202

A 0 8 6 6 8 9

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

SEP 25 9 53 AM '75

0180 1968 12800 12800 128000 00 0000 0000

866-0105