

Commonwealth Title Company of Garfield County, Inc.

127 E. 5th Street
Rifle, CO 81650
Phone (970) 625-3300 / Fax (970) 625-3305

803 Colorado Avenue
Glenwood Springs, CO 81601
Phone (970) 945-4444 / Fax (970) 945-4449

Date: July 2, 2010

To: Phil Vaughan Construction Management, Inc.
1038 County Road 323
Rifle, CO 81650

Attn: Phil

Phone: 970-625-5350

Fax: 970-625-4522

Email

Re: / Chevron U.S.A., Inc. 2137-223-00-003

**Thank you for your order.
Enclosed please find the following
in connection with our File No. 1003064:**

- Commitment
 - Title Policy
 - Endorsement
 - Tax Certificate
 - Other
-

Copies Sent To:

Mentioned indebtedness, or the security herein provided therefor, insecure or unsafe; or if the said goods and chattels, or any part thereof, shall be attached or claimed by any other person or persons, at any time before payment; or if the Mortgagor shall sell or dispose of said goods or chattels or any part thereof or remove the same without the authority of the Mortgagee, in writing expressed, from the County of Garfield, in the State of Colorado (where said goods and chattels are now kept and situate) or attempt so to do; or if the Mortgagor shall otherwise default in performance of any of the other conditions of this Mortgage, then it shall and may be lawful for, and the Mortgagor does hereby authorize and empower the Mortgagee, using such force or means as the Mortgagee may deem necessary, to take full, immediate and exclusive possession of the whole of said goods and chattels, wheresoever and in whose possession the same or any part thereof may be found, to its own use, and to sell and dispose of the same, in whole or in part, for cash or on credit, as the Mortgagee may elect, either at public or at private sale, with or without notice of sale, or the time, terms or place thereof, at such place or places as the Mortgagee may designate, for the best price that the Mortgagee can obtain therefor; and, out of the moneys arising therefrom, to retain and pay the sum above mentioned and interest, or so much thereof as may be unpaid, and all charges, costs and expenses touching the same or incidental thereto, including all expenses of the taking of possession of the mortgaged property by the Mortgagee, all expenses of sale and a reasonable attorney's fee, rendering the surplus, if any, to the Mortgagor. The Mortgagee shall have power to adjourn any such sale from time to time as Mortgagee deems advisable and, at any sale of the property covered by this Mortgage, or any part thereof, the Mortgagee shall have the right, option and privilege to bid upon and purchase the same, with the same freedom as though not a party to this Mortgage. The Mortgagor waives any right or equity of redemption following any such sale or sales, and agrees to pay any deficiency which may remain unpaid to the Mortgagee after the sale of the mortgaged property and application of the proceeds thereof, as aforesaid. Upon any default in the performance of any of the terms or conditions hereof, the note or notes and the entire indebtedness hereby secured shall at once become due and payable, any provisions to the contrary herein or in such note or notes notwithstanding.

The words "Mortgagor" and "Mortgagee", as herein used, includes the heirs, personal representatives, successors and assigns, respectively, of the Mortgagor and the Mortgagee; the singular, as herein used, includes the plural, and the masculine gender, as herein used, includes the feminine and the neuter.

IN WITNESS WHEREOF, The Mortgagor has executed these presents this 10th day of June, 1931.

Signed, sealed and delivered in the presence of:

Earl L. Oliver (SEAL)

STATE OF COLORADO, }
COUNTY OF GARFIELD } ss.

The foregoing Chattel Mortgage was acknowledged before me this 10th day of June, 1931, by Earl L. Oliver, Mortgagor.

My Commission expires August 26th, 1934.



Oscar Lehow
Notary Public

FILED FOR RECORD JUNE 12, 1931 at 8:10 O'CLOCK A.M. WALTER J. FROST, RECORDER
CHAS. S. KEDGAN, DEPUTY

#110234

Denver 035535

THE UNITED STATES OF AMERICA,
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there has been deposited in the General Land Office of the United States the Certificate of the Register of the Land Office at Denver, Colorado, accompanied by other evidence, whereby it appears that Lipman P. Lyons did, on May 5, 1930, duly enter and pay for, that certain mining claim or premises, known as The Big Bell No. 2 Placer Mining Claim, The Big Bell No. 4 Placer Mining Claim, The Triumph No. 13 Placer Mining Claim, and The Triumph No. 14 Placer Mining Claim oil shale placer mining claims situate in the Mt. Logan, unorganized, Mining District, Garfield County, Colorado, described as follows: The Big Bell No. 2 Placer Mining Claim claim comprising the southeast quarter of Section twenty-one in Township five south of Range ninety-seven west of the Sixth Principal Meridian; The Big Bell No. 4 Placer Mining Claim claim comprising the southwest quarter of said Section twenty-one; The Triumph No. 13 Placer Mining Claim claim comprising the south half of the south half of Section twenty-two, said Township and Range; and The Triumph No. 14 Placer Mining Claim claim comprising the north half of the south half of said Section twenty-two; the premises herein granted containing six hundred forty acres.

Denver 035535

NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said Lipman P. Lyons, the said placer mining premises hereinbefore described;

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to his heirs and assigns forever; subject nevertheless to the following conditions and stipulations:

FIRST. That the grant hereby made, is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may have been discovered with said limits subsequent to and which were not known to exist on April 25, 1925.

SECOND. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excused and excluded from these presents.

THIRD. That the premises hereby conveyed shall be held 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, and decisions of the courts. And there is reserved from the lands hereby

granted a right of way thereon for ditches or canals constructed by the authority of the United States.

FOURTH. That in the absence of necessary legislation by Congress, the Legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the complete development thereof.

IN TESTIMONY WHEREOF, I, Herbert Hoover, 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 Seventh day of May in the year of our Lord one thousand nine hundred and Thirty-one and of the Independence of the United States the one hundred and Fifty-fifth.

By the President: Herbert Hoover

By Leafie E. Dietz, Secretary



Emma L. Warren Recorder of the General Land Office.

RECORDED: Patent Number 1046259

FILED FOR RECORD JUNE 12, 1931 at 10:20 O'CLOCK A.M. WALTER J. FROST, RECORDER

#110235 EXTENSION OF CHATTEL MORTGAGE

STATE OF COLORADO,)
County of GARFIELD) ss.

R. C. WELLS FOR HALLENBECK'S, INCORPORATED being first duly sworn, upon oath, says: That a certain Chattel Mortgage was duly admitted to record, as provided by law, in the office of the County Clerk and Recorder of GARFIELD County, Colorado, on the 9th day of February A.D. 1931, which Chattel Mortgage was given by GEORGE A. HARRIS, Mortgagee to HALLENBECK'S, INCORPORATED Mortgagee, to secure the payment of an indebtedness of \$73.71 Dollars, and is Filed in Chattel Mortgage Record, Book Doc. NO. 109238 of the records in said office and bears Reception No. ; that the total payments that have been made on the debt secured by said Mortgage amount to NONE Dollars, and the amount of the debt which remains unpaid is \$73.71 plus interest Dollars; that the said debt remaining unpaid is still due to Hallenbeck's, Incorporated the mortgagee, of said mortgage; and that the said mortgagee consent to extend the time of payment of said debt to and including the 22nd day of September A.D. 1931.

Hallenbeck's Inc.

By R. C. Wells

Subscribed and sworn to before me by R. C. Wells this 11th day of June A.D. 1931. My commission expires Dec. 6, 1933.

Frieda Fox Notary Public



FILED FOR RECORD JUNE 12, 1931 at 1:02 O'CLOCK P.M. WALTER J. FROST, RECORDER CHAS. S. KEEGAN, DEPUTY

#110241 CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. D. Sterrett of the County of Garfield, in the State of Colorado, MORTGAGOR, for and in consideration of the sum of Fifteen hundred twenty and No/100 DOLLARS, to him in hand paid by THE FIRST NATIONAL BANK OF CARBONDALE, Carbondale, Colorado, MORTGAGEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee, all of the following goods, chattels and personal property; All the cattle, horses, sheep, hogs, farm machinery and farm tools of mortgagor and including all the wheat, oats, hay and Irish potatoes of the mortgagor now growing and including;

- 3, head of milk cows, branded VV
1, heifer calf 4 months old.
5, head of work horses average weights 1300 lbs.
63, head of ewes.
1, buck.
40 lambs.
1, Dodge truck Mfg. No. 160766, Motor No. S. 16523.
1, Fordson Tractor and saw outfit.
1, mowing machine. 1, hay rake. 1, binder. 1, stacking outfit complete. 2, bull rakes.
1, two-way plow. 1, spike tooth harrow. 1, grain drill. 2, cultivators. 1, potato digger.
1, potato planter. 2, wagons. 2, disk harrows, 1, potato sorter. 2, sets of double heavy work harness complete with collars and lines. 2 interest in manure spreader. All hay now in stacks.
8 acres of wheat, 4 acres of oats, 40 acres of hay, and 9 acres of Irish potatoes all now growing on the ranch of mortgagor located about 2 miles North and East of Carbondale, County of Garfield and State of Colorado.

All of said chattels kept and to be kept on the above mentioned ranch.

TO HAVE AND TO HOLD, All and singular, unto the said goods, chattels and personal property, and all increase thereof and additions thereto unto the said Mortgagee forever. And the said Mortgagee does hereby covenant to and with the Mortgagee that he is lawfully possessed of the said goods, chattels and personal property as of his own property; that the same are free from all unpaid taxes, liens and encumbrances, and that he will WARRANT AND DEFEND the same to the Mortgagee against the lawful claims and demands of all persons. The Mortgagee further covenants that during the term of this Mortgage as herein stated, or as extended, he will neither sell, transfer nor encumber nor permit or cause to be sold, transferred or encumbered any of the above described chattels, without the written consent of the Mortgagee.

PROVIDED, NEVERTHELESS, That if the Mortgagee shall well and truly pay to the Mortgagee, for the redemption of the above bargained goods and chattels, the just and full sum of Fifteen hundred twenty and No/100 DOLLARS, on or before the 15th day of December, 1931, with interest thereon, according to the tenor and effect of 1 certain promissory note, given by the said

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W. H. Mayberry
For Mortgagee.

Sworn and subscribed to before me this 28th day of October, 1929, at Claremore, Oklahoma.

My commission expires Dec. 7, 1929.

C. B. Hengendarff

FILED FOR RECORD JUNE 25, 1930 at 11:17 O'CLOCK P.M. WALTER J. FROST, RECORDER

#107417

AMENDED LOCATION CERTIFICATE.

STATE OF COLORADO,)
County of Garfield) ss.

KNOW ALL MEN BY THESE PRESENTS:

That DeWitt Emry and C. Yoder the undersigned, have this 16th day of June, 1930, amended, located and claimed, and by these presents do amend, locate and claim by right of discovery and amended location, in compliance with the Mining Acts of Congress approved May 10, 1872, and all subsequent acts, and with Sec. 2 of Chapter 112 of the 1913 Session Laws of Colorado, and with local customs, laws and regulations, 1500 linear feet and horizontal measurement on the Burnt Point lode, vein, ledge or deposit, along the vein thereof, with all its dips, angles and variations, as allowed by law, together with 300 feet on the West side, and 235.5 feet on the East side of the middle of said vein at the surface, so far as can be determined from present developments; and all veins, lodes, ledges or deposits and surface ground within the lines of said claim, 300 feet running North from center of discovery tunnel and 1200 feet running South from center of discovery tunnel said discovery tunnel being situate upon said lode, vein, ledge, or deposit, and within the lines of said claim in Rifle Creek Mining District, County of Garfield and State of Colorado, described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1, the N.E. Corner, whence the $\frac{1}{4}$ corner to Section 17 in T. 4 S., R. 92 W., 6th P.M. bears N. 87°12' E. 1058.3 feet, thence West 535.5 feet to corner No. 2, the N.W. corner, thence South 750 feet to west side center stake and 1500 feet to corner No. 3, the S.W. corner, thence east 535.5 feet to corner No. 4, the S.E. corner, thence North 750 feet to east side center stake and 1500 feet to corner No. 1, the place of beginning. Magnetic Variation 14 30' E.

This being the same lode originally located on the first day of October 1929, and recorded on the 4th day of October 1929, in Book 2A, Page 132, in the office of the Recorder of Garfield County, this further and amended certificate of location is made without waiver of any previously acquired rights, but for the purpose of correcting any errors in the original location, description or record.

Said lode was discovered the 1st day of October A.D. 1929.)
Attest: W. H. Lea.)
Date of Amended Location,)
June 16 A.D. 1930.)
Date of Amended Certificate,)
June 20th A.D. 1930.)

DeWitt Emry (SEAL)

C. Yoder (SEAL)

FILED FOR RECORD JUNE 25, 1930 at 10:10 O'CLOCK A.M. WALTER J. FROST, RECORDER

#107416

AMENDED LOCATION CERTIFICATE

STATE OF COLORADO,)
County of Garfield) ss.

KNOW ALL MEN BY THESE PRESENTS:

That DeWitt Emry and C. Yoder the undersigned, have this 14th day of June, 1930, amended, located and claimed, and by these presents do amend, locate and claim, by right of discovery and amended location, in compliance with the Mining Acts of Congress, approved May 10, 1872, and all subsequent acts, and with Sec. 2 of Chapter 112 of the 1913 Session Laws of Colorado, and with local customs, laws and regulations, 1500 linear feet and horizontal measurement on the Brush-Hog-Palace lode, vein, ledge or deposit, along the vein thereof, with all its dips, angles and variations, as allowed by law, together with 235.5 feet on the West side, and 300 feet on the East side of the middle of said vein at the surface, so far as can be determined from present developments; and all veins, lodes, ledges or deposits and surface ground within the lines of said claim, 480 feet running North from center of discovery out and 1020 feet running South from center of discovery cut said discovery cut being situate upon said lode, vein, ledge, or deposit, and within the lines of said claim in Rifle Creek Mining District, County of Garfield and State of Colorado, described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1, the N.E. Corner, whence the $\frac{1}{4}$ corner to Section 17 in T. 4 S., R. 92 W., 6th P.M. bears N. 84°20' E. 524.1 feet, thence West 535.5 feet to corner No. 2, the N.W. corner, thence South 750 feet to west side center stake and 1500 feet to corner No. 3, the S.W. corner, thence East 535.5 feet to corner No. 4, the S.E. corner, thence North 750 feet to east side center stake and 1500 feet to corner No. 1, the place of beginning. Magnetic Variation 14 30' E.

This being the same lode originally located on the first day of October 1929, and recorded on the 4th day of October 1929, in Book 2A, Page 132, in the office of the Recorder of Garfield County, this further and amended certificate of location is made without waiver of any previously acquired rights, but for the purpose of correcting any errors in the original location, description or record.

Said lode was discovered the 1st day of October A.D. 1929.)

Attest: W. H. Lea)
Date of Amended Location 14th June, A.D. 1930.)
Date of Amended Certificate, June 20th, A.D. 1930.)

DeWitt Emry (SEAL)

C. Yoder (SEAL)

FILED FOR RECORD JUNE 25, 1930 at 10:12 O'CLOCK A.M. WALTER J. FROST, RECORDER

#107423 Denver 035500

THE UNITED STATES OF AMERICA,
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two, and legislation supplemental thereto, there has been deposited in the General Land Office of the United States the Certificate of the Register of the Land Office at Denver, Colorado, accompanied by other evidence, whereby it appears that Lipman P. Lyons did, on August 3, 1928 duly enter and pay for that certain mining claim or premises, known as the Triumph No. 20 oil shale placer mining claim, situate in the Mt. Logan, unorganized, Mining District, Garfield County, Colorado, described as the north half of the northeast quarter and the north half of the northwest quarter of Section twenty-seven in Township five south of Range ninety-seven west of the Sixth principal Meridian, and containing one hundred sixty acres.

Denver 035500.

NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said Lipman P. Lyons the said placer mining premises hereinbefore described.

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, irruptions, and appurtenances of whatsoever nature thereunto belonging, unto the said granted above named and to his heirs and assigns forever; subject nevertheless to the following conditions and stipulations;

FIRST. That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock, in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on April 4, 1925.

SECOND. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises at said last-named date, the same is expressly excepted and excluded from these presents.

THIRD. That the premises hereby conveyed shall be held 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 laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

FOURTH. That in the absence of necessary legislation by Congress, the Legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the complete development thereof.

This patent is issued supplemental to Patent No. 1020744, Dated November 28, 1928.

IN TESTIMONY WHEREOF, I, Herbert Hoover, 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 Twenty-fourth day of May in the year of our Lord one thousand nine hundred and Thirty and of the Independence of the United States the one hundred and fifty-fourth.

By the President: Herbert Hoover
By Viola B. Push, Secretary



M. P. LeRoy
Recorder of the General Land Office.

RECORDED: Patent Number 1037616

FILED FOR RECORD JUNE 25, 1930 at 3:10 O'CLOCK P.M. WALTER J. FROST, RECORDER
#107486 SHERIFF'S CERTIFICATE OF SALE--REAL ESTATE

STATE OF COLORADO,)
County of Garfield.) ss.

I, George L. Winters Sheriff of the County of Garfield do hereby certify that by virtue of a certain writ of Special Execution and Decree of Court to me directed from the office of the Clerk of the District Court of Garfield County, Colorado, in favor of Barbara E. Rittmayer Walter, Plaintiff, and against Phillip Gallo, Palma Gallo Ferrar, Joe Gallo, Katherine Gallo, Toney Gallo, Julia Gallo Williams, Josephine Davenport, Michael Gallo and Andrew Gallo Defendants, dated the twenty-sixth day of May A.D. 1930, I was commanded to make of the goods and chattels, lands and tenements of Phillip Gallo, Palma Gallo Ferrar, Joe Gallo, Katherine Gallo, Toney Gallo, Julia Gallo Williams, Josephine Davenport, Michael Gallo and Andrew Gallo Defendants, the sum of One Thousand Seven Hundred Four Dollars and seventy-five cents (\$1704.75) debt, and the further sum of Forty Dollars and twenty-two cents (\$40.22) cost, and for want of sufficient goods and chattels whereof to make the money aforesaid, I did seize all the right, title, claim, interest, estate, and property of the above named defendant, of, in, and to the following described real estate situated in the City of Glenwood Springs County of Garfield and State of Colorado, and described as follows, to-wit:

Lot Numbered Ten (10) in Block Numbered Forty-four (44), in the City of Glenwood Springs, Garfield County, Colorado, together with all improvements thereon.

and having duly advertised the same in the manner prescribed by statute to be sold on the thirtieth day of June, A.D. 1930 at South door of County Court House at Glenwood Springs, in said County, I did expose the same for sale at public auction, at the said time and place and did, pursuant to said Special Execution and Decree of said Court, sell at public auction to Barbara E. Rittmayer Walter all of the right, title, claim, interest, estate and property of the above named, Defendants, of, in and to Lot Numbered Ten (10) in Block Numbered Forty-four (44) in the City of Glenwood Springs, Garfield County, Colorado, together with all improvements thereon, for the sum of \$1791.88, said sum being the full amount of judgment, interest, costs and accrued costs, said sum, that being the highest and best bid offered for said parcel of land.

No. 102936

QUIT CLAIM DEED

Estate of Charles W. Durand, Deceased, in consideration of Thirty Five and no/100 Dollars to it in hand paid, the receipt of which is hereby acknowledged, does hereby Release, Release and forever Quit Claim to James B. Shaw, of New Castle, Colorado, all of its right, title and interest in and to all that real property situate in the Town of New Castle, County of Garfield State of Colorado, described as follows:

Lots Three (3) and Four (4) in Block 9, in the Town of New Castle.

To have and to Hold to the said grantee, his heirs and assigns.

Witness our hands this 23th day of March, 1928.

ESTATE OF CHARLES W. DURAND, DECEASED

By John H. Durand, Executor
By Ella F. D. Kennett, Executrix

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

SS On this 23th day of March, 1928 before me Caroline Schertz, a Notary Public in and for said County, personally appeared John H. Durand and Ella F. D. Kennett, as Executor and Executrix under the Will of Charles W. Durand, Deceased, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same, as such executor and executrix

Witness my hand and Official Seal

Caroline Schertz
Notary Public in and for the County of
Los Angeles, State of California



FILED FOR RECORD NOV. 22, 1928 at 11.32 O'CLOCK A. M. WALTER J. FROST, RECORDER.

No. 102942 Know all men by these presents: That the undersigned The Biggs Kurtz Hardware Company, of Grand Junction, Colorado, has and hereby does release and forever discharge Fred W. Glaudon, his heirs and assigns, of and from that certain Mechanic's Lien appearing of record in the office of the Clerk and Recorder of Garfield County, Colorado, as Document No. 102609, in Book 160 at Page 125 thereof, and that the said mechanic's lien and any other or different mechanic's lien upon the property described or referred to in said document No. 102609 which the undersigned has or may be entitled to, is hereby waived, cancelled and annulled.

The consideration for the above and foregoing release and waiver, is the sum of \$650.00 paid by the said Glaudon thereon in cash, and the promissory note from the said Glaudon to the undersigned, for the balance of the said or any other lien that the undersigned may be entitled to or have whether at this time filed for record or not.

Dated at Grand Junction, Colorado, this day of November A. D. 1928.

Attest: A. H. Ruth
Secretary

The Biggs Kurtz Hardware Co.

By C. H. Biggs
Vice-President

By H. G. Hatch
Cashier



FILED FOR RECORD NOV. 23, 1928 at 11.07 O'CLOCK A. M. WALTER J. FROST, RECORDER

No. 102959

PATENT

Denver 035500

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, in pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-Two and legislation supplemental thereto, there has been deposited in the General Land Office of the United States the Certificate of the Register of the Land Office at Denver, Colorado, accompanied by other evidence, whereby it appears that Lipman P. Lyons did, on August 3, 1928, duly enter and pay for that certain mining claim or premises known as the Triumph No. 17, Triumph No. 18, and Triumph No. 19 placer mining claims, situate in the Mt. Logan, unorganized, Mining District, Garfield County, Colorado, described as follows:

The Triumph No. 17 claim comprising the south half of the southeast quarter and the south half of the southwest quarter of Section Twenty-seven in Township Five south of Range ninety-seven west of the Sixth Principal Meridian; the Triumph No. 18 claim comprising the north half of the southeast quarter and the north half of the southwest quarter of said Section twenty-seven; and the Triumph No. 19 claim comprising the south half of the northeast quarter and the south half of the northwest quarter of said Section twenty-seven; the premises herein granted, containing four hundred eighty acres.

Denver 035500

NOW KNOW YE, That there is therefore, pursuant to the laws aforesaid, hereby granted by the United States unto the said Lipman P. Lyons, the said placer mining premises hereinbefore described;

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said grantee above named and to his heirs and assigns forever; subject nevertheless to the following conditions and stipulations:

FIRST. That the grant hereby made is restricted in its exterior limits to the boundaries of the said mining premises, and to any veins or lodes of quartz or other rock in place bearing gold silver, cinnabar, lead, tin, copper, or other valuable deposits, which may have been discovered within said limits subsequent to and which were not known to exist on April 4, 1925.

Second. That should any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, be claimed or known to exist within the above-described premises to said last-named date, the same is expressly excepted and excluded from these presents.

Third. That the premises hereby conveyed shall be held 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 laws, customs and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by authority of the United States.

Fourth. That in the absence of necessary legislation by Congress, the Legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the complete development thereof.

IN TESTIMONY WHEREOF, I Calvin Coolidge, 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 Eighth day of November, in the year of our Lord one thousand nine hundred and twenty-eight and of the Independence of the United States the one hundred and fifty-third.

By the President: Calvin Coolidge
By Viola B. Pugh, Secretary



M. P. LeRoy
Recorder of the General Land Office.

Recorded: Patent Number 1020744

FILED FOR RECORD NOV. 26, 1928 at 11.20 A. M. Walter J. Frost Recorder,

No. 102960 AFFIDAVIT OF PERFORMANCE OF ANNUAL LABOR

STATE OF COLORADO)
COUNTY OF GARFIELD) SS

Before me, the subscriber, personally appeared ORVILLE C. ALTENBERN, who being duly sworn, says that at least One Hundred Dollars' worth of work or improvements were performed or made upon each of the following placer claims situate in Garfield County, Colorado:

Hydrocarbon No. 39, comprising the North Half of the Northwest Quarter of Section 25, and the North Half of the Northeast Quarter of Section 24, in Township 5 South, Range 100 West.

Hydrocarbon No. 40, comprising the Southwest Quarter of the Northeast Quarter of Section 26, the South Half of the Northwest Quarter of Section 26, and the Southeast Quarter of the Northeast Quarter of Section 27, in Township 5 South, Range 100 West.

Hydrocarbon No. 41, comprising the North Half of the Northeast Quarter of Section 27, and the North Half of the Northwest Quarter of Section 26, in Township 5 South, Range 100 West.

Hydrocarbon No. 42, comprising the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of Section 22, and the Southwest Quarter of the Southwest Quarter of Section 23, in Township 5 South, Range 100 West.

All of said ranges being West of the 6th P. M.

Affiant further says that such expenditure was made by or at the expense of, and for the exclusive benefit of The DeBeque Shale Oil Company, the owner of said claims, for the year ending June 30, 1928 and for the purpose of holding said claims and of complying with the law, and was made between the 15th day of April, 1928 and the 1st day of July A. D. 1928.

Orville Altenbern

Subscribed and sworn to before me this 15th day of July, A. D. 1928.
My commission expires February 10, 1930.

George W. Hoplin
Notary Public



FILED FOR RECORD NOV. 26, 1928 at 1:10 P. M.

WALTER J. FROST, RECORDER.

No. 102961 AFFIDAVIT OF PERFORMANCE OF ANNUAL LABOR.

STATE OF COLORADO)
COUNTY OF GARFIELD) SS

Before me, the subscriber, personally appeared JOHN COX, who being duly sworn, says that at least one hundred dollars' worth of work or improvements were performed or made upon each of the following placer mining claims situate in Garfield County, Colorado:

Community No. 1 Placer Mining Claim, comprising the East Half of the East Half of Section Twelve in Township 6 South, Range 97 West of the 6th P. M. the location certificate of which is recorded in Book 111 at Page 158 of the records of Garfield County.

The Gem No. 1 Placer Mining Claim, the location certificate of which is recorded in Book 115 at Page 327 of the records of Garfield County.

The Gem No. 2 Placer Mining Claim, the location certificate of which is recorded in Book 115 at Page 328 of the records of Garfield County.

The Gem No. 7 Placer Mining Claim, the location certificate of which is recorded in Book 116 at Page 330 of the records of Garfield County.

The Gem No. 8 Placer Mining Claim, the location certificate of which is recorded in Book 116 at Page 331 of the records of Garfield County.

Said Gem No. 1, Gem No. 2, Gem No. 7 and Gem No. 8 Placer Mining Claims, comprise Section 1 in

106654

Filed in the office of the County Clerk & Recorder of Rio Blanco County, Colorado, this 21 day of May, 1958. *Debra Stanley*
Recorder
By _____ De. A. G.

3:02 PM

WARRANTY DEED
(Joint Tenancy)

ORIGINAL ILLEGIBLE

THIS DEED, Made this 16th day of May in the year of our Lord one thousand nine hundred and fifty-eight between _____ of the County of Rio Blanco and State of Colorado, of the first part, and H. C. BERTHELSON and MONA BERTHELSON of the County of Rio Blanco and State of Colorado, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all of the following described lots or parcels of land, situate, lying and being in the Counties of Rio Blanco and Garfield, and State of Colorado, to-wit:

PROPERTY SITUATE IN RIO BLANCO COUNTY, COLORADO:

Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 23; Southeast Quarter (SE $\frac{1}{4}$) and West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) Sec. 26; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 35; E $\frac{1}{2}$ SE $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 35; Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Sec. 35, All in T. 3 S., R. 97 W.

Lots One (1) and Two (2) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 2, T. 4 S., R. 97 W.

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 26, T. 2 S., R. 97 W.

Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) Sec. 27; Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 26; East half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$), Sec. 35, T. 2 S., R. 97 W.

West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 3, T. 2 S., R. 97 W.

Lot 2 and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) Sec. 2, T. 3 S., R. 97 W.

SEE PAID UNDER S. R. No. 21, § 150
FEE PAID UNDER PROTEST
FEE EXCLUDED



BOOK 202 PAGE 172

ORIGINAL ILLEGIBLE

Southeast Quarter of the Northeast Quarter (SE/NE $\frac{1}{4}$) Sec. 22;
West Half of the Northwest Quarter (W/NE $\frac{1}{4}$)
Sec. 23; Southwest Quarter of the Southwest Quarter
(SW/SW $\frac{1}{4}$) Sec. 14, T. 3 S., R. 97 W.

South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 22;
West Half of the Northeast Quarter (W/NE $\frac{1}{4}$) Sec. 23;
T. 3 S., R. 97 W.
East Half of the Southwest Quarter (E/SW $\frac{1}{4}$) Sec. 23;
East Half of the West Half (E/W $\frac{1}{2}$) Sec. 14;
East Half of the Northwest Quarter (E/NW $\frac{1}{4}$) Sec. 14,
T. 3 S., R. 97 W.

Northeast Quarter of the Southeast Quarter (NE/SE $\frac{1}{4}$)
Sec. 26, T. 2 S., R. 97 W.

Northwest Quarter of the Southwest Quarter (NW/SW $\frac{1}{4}$)
Sec. 14, T. 3 S., R. 97 W.

Together with all ditch and ditch rights, water and
water rights appurtenant to or used in connection
with any of the above described lands, including, but
not exclusively, the following:

- Willow Creek No. 1 Ditch having priority number 1
for 4.8 cu. ft. per second of time.
- P & L Ditch with adjudicated priority No. 5 for 1.8
cu. ft. per second of time.
- The Pile Ditch having priority No. 59 for 2 cu. ft.
per second of time.
- The Limberg Spring Ditch having priority No. 111 for
.5 cu. ft. per second of time.
- The Piceance Ditch having priority No. 45 for 2
cu. ft. per second of time.
- All of the interest of party of the first part in
the D & M Ditch having priority No. 77 for a total
5.5 cu. ft. per second of time.

Together with grazing rights and privileges to graze 313 head of cattle
during the summer in common with other users of the Piceance
Grazing Association, in accordance with the rules and regulations of said
grazing service with respect to public domain, and grazing and
privileges to graze 313 head of cattle on winter range in accordance with
said rules and regulations.

PROPERTY SITUATE IN GARFIELD COUNTY, COLORADO:

D. A. SULLIVAN # 2 Placer mining claim, Mt. Logan Mining
Dist., Lots 2 & 6 Sec. 22, W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{2}$ SW $\frac{1}{4}$ Sec.
23, and subdivision D of tract 95 in T. 6 S., R. 97 W.

T. W. #12, Mt. Logan Mining Dist., Tract 76 of Sec. 9, T. 15
in T. 6 S., R. 97 W.

DOULDER #7, Mt. Logan Mining Dist., Lot 6, and
W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 14, Lots 1, 2, 3
and 5, Sec. 15, T. 6 S., R. 97 W.

FLICE BIRD #4, Mt. Logan Mining Dist., Sub-tract 7A of
Tract 52 and Lots 5, 6 & 7, Sec. 1, T. 5 S., R. 98 W. and
Lot 26, Sec. 1, T. 6 S., R. 97 W.

FLICE BIRD #5, Tract 39 of Sec. 1 and 12, T. 6 S., R. 98 W.
and Sec. 3, T. 6 S., R. 97 W.

BIG BELL #2, Mt. Logan, unorganized Mining Dist. SE¹/₄ Sec. 21, T. 5 S., R. 97 W.

BIG BELL #4, SW¹/₄ Sec. 21, T. 5 S., R. 97 W.

TRIUMPH #13, S¹/₂S¹/₂ Sec. 22, T. 5 S., R. 97 W.

TRIUMPH #14, N¹/₂S¹/₂ Sec. 22, T. 5 S., R. 97 W.

CLEAR CREEK #4, Mt. Logan Mining Dist. SW¹/₄ Sec. 23, T. 5 S., R. 97 W.

TRIUMPH #17, Mt. Logan Mining Dist. S¹/₂SE¹/₄ and S¹/₂SW¹/₄, Sec. 27, T. 5 S., R. 97 W.

TRIUMPH #18, N¹/₂SE¹/₄ and N¹/₂SW¹/₄ Sec. 27, T. 5 S., R. 97 W.

TRIUMPH #19, S¹/₂NE¹/₄ and S¹/₂NW¹/₄, Sec. 27, T. 5 S., R. 97 W.

TRIUMPH #20, Mt. Logan, unorganized Mining Dist., N¹/₂NE¹/₄ and N¹/₂NW¹/₄, Sec. 27, T. 5 S., R. 97 W.

GOLD OIL #2, SW¹/₄SW¹/₄SE¹/₄SE¹/₄, S¹/₂SE¹/₄SW¹/₄SE¹/₄ and SE¹/₄SW¹/₄SE¹/₄SE¹/₄, Sec. 14, and W¹/₂W¹/₂NE¹/₄NE¹/₄, E¹/₂W¹/₂NE¹/₄NE¹/₄, NE¹/₄SW¹/₄NE¹/₄, E¹/₂NW¹/₂SW¹/₄NE¹/₄, NE¹/₄SW¹/₄SW¹/₄NE¹/₄, N¹/₂SE¹/₄SW¹/₄NE¹/₄, NW¹/₄SW¹/₄SE¹/₄NE¹/₄, W¹/₂NW¹/₂SE¹/₄NE¹/₄, Sec. 23, T. 6 S., R. 98 W.

GOLD OIL #3, SW¹/₄SW¹/₄SW¹/₄SW¹/₄, Sec. 13, S¹/₂SE¹/₄SE¹/₄SE¹/₄ and SE¹/₄SW¹/₄SE¹/₄SE¹/₄, Sec. 14, E¹/₂W¹/₂NE¹/₄NE¹/₄, E¹/₂SE¹/₄NE¹/₄NE¹/₄, E¹/₂W¹/₂SE¹/₄NE¹/₄, E¹/₂W¹/₂SE¹/₄SE¹/₄, NE¹/₄SE¹/₄SE¹/₄SE¹/₄, E¹/₂NW¹/₂SE¹/₄SE¹/₄, NE¹/₄SW¹/₄SE¹/₄SE¹/₄, Sec. 23, W¹/₂W¹/₂NW¹/₄, W¹/₂W¹/₂NW¹/₄, W¹/₂W¹/₂SW¹/₄SW¹/₄, NW¹/₄SW¹/₄SW¹/₄SW¹/₄, Sec. 24, T. 6 S., R. 98 W.

GOLD OIL #12, Tract 53, T. 6 S., R. 98 W.

GOLD OIL #13, Lots 5 and 7, Sec. 22, T. 6 S., R. 98 W.

S¹/₂S¹/₂NW¹/₄SW¹/₄, N¹/₂SW¹/₄SW¹/₄SW¹/₄, NW¹/₄SW¹/₄SW¹/₄SW¹/₄, NW¹/₄SE¹/₄SW¹/₄SW¹/₄, Sec. 23, W¹/₂W¹/₂NW¹/₄, W¹/₂NW¹/₂SW¹/₄NW¹/₄, NW¹/₄SW¹/₄SW¹/₄NW¹/₄, Sec. 26, T. 6 S., R. 98 W. and Lots 1 and 9, Sec. 27, T. 6 S., R. 98 W.

GOLD OIL #53, SW¹/₄SW¹/₄SW¹/₄NW¹/₄, W¹/₂W¹/₂NW¹/₄SW¹/₄, W¹/₂W¹/₂SW¹/₄SW¹/₄, Sec. 26, Lots 5, 8 and 10, Sec. 27, Lot 1, Sec. 34, T. 6 S., R. 98 W., NW¹/₄SW¹/₄NW¹/₄NW¹/₄, W¹/₂NW¹/₂NW¹/₄NW¹/₄, Sec. 35, T. 6 S., R. 98 W.

T. N. T. #11, SW¹/₄SW¹/₄NW¹/₄SW¹/₄, S¹/₂SE¹/₄NW¹/₄SW¹/₄, SE¹/₄SW¹/₄NW¹/₄SW¹/₄, NE¹/₄SW¹/₄SW¹/₄SW¹/₄, E¹/₂NW¹/₂SW¹/₄SW¹/₄, NE¹/₄SW¹/₄SW¹/₄SW¹/₄, N¹/₂SE¹/₄SW¹/₄SW¹/₄, W¹/₂NW¹/₂SE¹/₄SW¹/₄, NW¹/₄SW¹/₄SE¹/₄SW¹/₄, Sec. 14, T. 6 S., R. 98 W.

Provided, always, that the grantor, for himself, his heirs, executors, administrators and assigns hereby excepts from this conveyance and reserves an undivided 1/2 interest in and to all oil, gas, coal, and other minerals now owned by him in or under the above described lands, together with the right of ingress and egress to drill, prospect for, remove, and market any oil, gas, coal, or other minerals produced from said lands. This exception and reservation applies to the property situate in both countries.

BOOK 202 PAGE 174

ORIGINAL
ILLEGIBLE

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and inalienable 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 and incumbrances of whatever kind or nature, soever, except as to reservations of oil, gas, coal, and other minerals as set forth in patents from the United States and in any deeds in the chain of title under which grantor claims title to said lands, and also except rights of way for roads, ditches, and telephone lines, as now constructed and in use, and also except a First Mortgage to secure loan in the principal amount of \$5,000.00 to the Connecticut Mutual Life Insurance Company, which second parties assume and agree to pay, and except the 1958 taxes, payable in 1959; and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will MURKIN AND FULFILL HERENT.

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

R. Dean Hawn

Accepted
Loyd
I, _____, do hereby certify that the above is a true and correct copy of the original as the same appears in the records of this office.

Book 309
Page 110

BOOK 202 PAGE 175

20th day of May, A. D. 1958, by R. Dean Hawn.

My commission expires July 9, 1961.

Witness my hand and official seal.



Margaret H. Taylor
Notary Public

Recorded Apr. 22, 1950 at 8:20 A. M.

Book 250

Reception No. 17189C. Char. S. Keegan
Recorder

Page 23

BOOK 250 PAGE 23

WARRANTY DEED

THIS DEED, MADE this 16th day of April
in the year of our Lord one thousand nine hundred and fifty
between - - - - - FRANK S. HOFUES - - - - - of
the County of Dallas and State of Texas, of the first part, and
- - - - - DOWZER, INC., a Colorado Corporation - - - - -
of the City and County of Denver - - - - - and State of
Colorado, of the second part;

WITNESSETH, That the said party of the first part, for
and in consideration of the sum of One Hundred Dollars (\$100.00)
and other good and valuable consideration, to the said party of
the first part in hand paid by the said party of the second
part, the receipt whereof is hereby confessed and acknowledged,
has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm unto the said
party of the second part, its successors and assigns forever,
all the following described lots or parcels of land situate,
lying and being in the Counties of Rio Blanco and Garfield,
State of Colorado, to-wit:



Book 250

Page 24

RIO-BLANCO-COUNTY:

BOTH 132 PAGE 85

Southwest Quarter of the Southeast Quarter (SW $\frac{1}{2}$ SE $\frac{1}{4}$), Sec. 23;
Southeast Quarter (SE $\frac{1}{4}$) and West Half of the Northeast Quarter
W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 26; NE $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 35; E $\frac{1}{2}$ SE $\frac{1}{4}$ & SE $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 35;
Southwest Quarter of the Northwest Quarter (SW $\frac{1}{2}$ NW $\frac{1}{4}$) Sec. 36
All in T. 3 S., R. 97 W.

Lots One (1) and Two (2) and the Southwest Quarter of the
Northeast Quarter (SW $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northwest Quarter of the
Southeast Quarter (NW $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 2, T. 4 S., R. 97 W.

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 26,
T. 2 S., R. 97 W.

Southwest Quarter of the Southwest Quarter (SW $\frac{1}{2}$ SW $\frac{1}{4}$) Sec. 25;
Southeast Quarter of the Southeast Quarter (SE $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 26;
East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$), Sec. 35,
T. 2 S., R. 97 W.

West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 35, T. 2 S., R.
97 W.

Lot 2 and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{2}$ NE $\frac{1}{4}$)
Sec. 2, T. 3 S., R. 97 W.

Southeast Quarter of the Northeast Quarter (SE $\frac{1}{2}$ NE $\frac{1}{4}$) Sec. 22;
West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) Sec. 23;
Southwest Quarter of the Southwest Quarter (SW $\frac{1}{2}$ SW $\frac{1}{4}$) Sec. 14
T. 3 S., R. 97 W.

South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 22;
West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) Sec. 27,
T. 3 S., R. 97 W.

East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) Sec. 2;
East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$) Sec. 14;
East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) Sec. 14,
T. 3 S., R. 97 W.

Northeast Quarter of the Southeast Quarter (NE $\frac{1}{2}$ SE $\frac{1}{4}$) Sec. 26,
T. 2 S., R. 97 W.

Northwest Quarter of the Southwest Quarter (NW $\frac{1}{2}$ SW $\frac{1}{4}$) Sec. 14,
T. 3 S., R. 97 W.

Together with all ditch and ditch rights, water and water rights
appurtenant to or used in connection with any of the above
described lands, including, but not exclusively, the following:

Willow Creek No. 1 Ditch having priority No. 14 for 4.8 cu. ft.
per second of time.

The Pills Ditch having priority No. 59 for 2 cu. ft. per second
of time.

The Limberg Spring Ditch having priority No. 138 for .5 cu. ft.
per second of time.

The Picoance Ditch having priority No. 45 for 2 cu. ft. per
second of time.

FORM 132 PUL NO

All of the interest of the party of the first part in and to the B & M Ditch having priority No. 77 for a total of 5.5 cu. ft. per second of time.

Together with grazing rights and privileges to graze 995 head of cattle during the summer in common with other users of The Ptconce Mountain Grazing Association, in accordance with the rules and regulations of the grazing service with respect to public domain, and grazing rights and privileges to graze 460 head of cattle on winter range in accordance with said rules and regulations.

GARFIELD COUNTY:

D. A. SULLIVAN #2 placer mining claim, Mt. Logan Mining Dist.
Lots 2 & 6, Sec. 22,
W $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ and NW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$
Sec. 23, and subdivision D of tract 95 in
T. 6 S., R. 98 W.

TNT #12 Mt. Logan Mining Dist.
Tract 76 of Sec. 9 & 16 in T. 6 S., R. 98 W.

BOULDER #7 Mt. Logan Mining Dist.
Lot 6, and W $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$
and NW $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$, Sec. 14
Lots 1, 2, 4 and 6, Sec. 15, T. 6 S., R. 98 W.

BLUE BIRD #4 Mt. Logan Mining Dist., Sub-tract "A" of Tract 52
and Lots 15, 6 & 7, Sec. 1, T. 6 S., R. 98 W. and
Lot 26, Sec. 1, T. 6 S., R. 97 W.

BLUE BIRD #5 Tract 59 of Sec. 1 and 12, T. 6 S., R. 98 W.
and Sec. 6, T. 6 S., R. 97 W.

BIG BELL #2 Mt. Logan, unorganized Mining Dist.
SE $\frac{1}{4}$ Sec. 21, T. 5 S., R. 97 W.

BIG BELL #4 SW $\frac{1}{4}$ Sec. 21, T. 5 S., R. 97 W.

TRIUMPH #13 S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 22, T. 5 S., R. 97 W.

TRIUMPH #14 N $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 22, T. 5 S., R. 97 W.

CLEAR CREEK #4 Mt. Logan Mining Dist.
SW $\frac{1}{4}$ Sec. 28, T. 5 S., R. 97 W.

TRIUMPH #17 Mt. Logan Mining Dist.
S $\frac{1}{2}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 27, T. 5 S., R. 97 W.

TRIUMPH #18 N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 27, T. 5 S., R. 97 W.

TRIUMPH #19 S $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 27, T. 5 S., R. 97 W.

TRIUMPH # 20 Mt. Logan, unorganized Mining Dist.
N₁NE₁ and N₁NW₁, Sec. 27, T. 5 S., R. 97 W.

GOLD OIL #2 SW₁SW₁SE₁SE₁, S₁SE₁SW₁SE₁ and
SE₁SW₁SW₁SE₁, Sec. 14, and W₁W₁NE₁NE₁
E₁NW₁NE₁, E₁W₁NW₁NE₁
NE₁SW₁NE₁, E₁NW₁SW₁NE₁
NE₁SW₁SW₁NE₁, N₁SE₁SW₁NE₁
NW₁SW₁SE₁NE₁, W₁NW₁SE₁NE₁, Sec. 23, T. 6 S., R. 98 W.

GOLD OIL #3 SW₁SW₁SW₁SW₁, Sec. 13
S₁SE₁SE₁SE₁ and SE₁SW₁SE₁SE₁, Sec. 14
E₁W₁NE₁NE₁, E₁NE₁NE₁
E₁SE₁NE₁, E₁W₁SE₁NE₁
E₁W₁NE₁SE₁, E₁NE₁SE₁
NE₁SE₁SE₁, E₁NW₁SE₁SE₁
NE₁SW₁SE₁SE₁, N₁SE₁SE₁SE₁, Sec. 23
W₁W₁NW₁NW₁, W₁W₁SW₁NW₁
W₁W₁NW₁SW₁, W₁NW₁SW₁SW₁
NW₁SW₁SW₁SW₁, Sec. 24, T. 6 S., R. 98 W.

GOLD OIL #12 Tract 53, T. 6 S., R. 98 W.

GOLD OIL #1) Lots 5 and 7, Sec. 22, T. 6 S., R. 98 W.
S₁S₁NW₁SW₁, N₁SW₁SW₁, N₁SW₁SW₁SW₁
SW₁SW₁SW₁SW₁, NW₁SE₁SW₁SW₁, Sec. 23
W₁W₁NW₁NW₁, W₁NW₁SW₁NW₁
NW₁SW₁SW₁NW₁, Sec. 26, T. 6 S., R. 98 W.
and Lots 1 and 9, Sec. 27, T. 6 S., R. 98 W.

GOLD OIL #53 SW₁SW₁SW₁NW₁, W₁W₁NW₁SW₁,
W₁W₁SW₁SW₁, Sec. 26
Lots 5, 8 and 10, Sec. 27
Lot 1, Sec. 34, T. 6 S., R. 98 W.
NW₁SW₁NW₁NW₁, W₁NW₁NW₁NW₁, Sec. 35, T. 6 S., R. 98 W.

TNT #11 SW₁SW₁NE₁SW₁, S₁SE₁NW₁SW₁
SE₁SW₁NW₁SW₁, NE₁SW₁SW₁
E₁NW₁SW₁SW₁, NE₁SW₁SW₁SW₁
N₁SE₁SW₁SW₁, W₁NW₁SE₁SW₁
NW₁SW₁SE₁SW₁, Sec. 14 T. 6 S., R. 98 W.

There is reserved to the party of the first part one-half of
all the minerals which said party of the first part has
heretofore owned in any of the above described lands.

~~TOGETHER~~ with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits; thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto DOWZER, INC., a Colorado corporation, the said party of the second part, its successors and assigns forever.

And the said Frank S. Hofuas, party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enjoining and delivery of these presents he is well seized of the premises above conveyed, as of 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 and incumbrances of whatever kind or nature soever, except a first deed of trust to secure loan in the principal amount of \$50,000 to The Prudential Insurance Company, which second party assumes and agrees to pay, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the

whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Frank S. Hofues
(Seal)

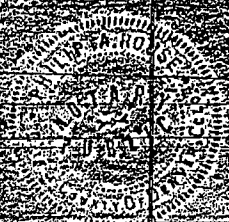
STATE OF COLORADO,)
CITY AND) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of April, 1950, by FRANK S. HOFUES.

Witness my hand and official seal.

My commission expires August 30, 1950.

Philip A. Davis
Notary Public.



132
83

STATE OF COLORADO,)
)ss.
 County of Garfield.)

The foregoing instrument was acknowledged before me this First day of November, 1943, by W. H. Farnum as Administrator of the Estate of Isabella A. Urquhart (otherwise known as Isabelle A. Urquhart), Deceased.

Witness My hand and official seal.



WM. ATHA MASON, Judge & Acting Clerk
 By Marie Shelton Holloway,
 Deputy Clerk

Filed for record Nov. 3, 1943 at 9:37 o'clock A. M. Walter J. Frost, Recorder."R"

#150237

WARRANTY DEED

THIS DEED, Made this first day of November in the year of our Lord one thousand nine hundred and forty-three between R. F. MAGOR, JR. of the County of Garfield and State of Colorado, of the first part and JOHN P. AKOLT of the City and County of Denver and State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lots or parcels of land situate, lying and being in the County of Garfield and State of Colorado, to-wit:

All the minerals and mineral rights of every kind and description and any and all oil and gas bearing shale and strata on, in and under the following real property, being patented Oil Shale Placer Mining Claims, having patent number as hereinafter set out, and having been recorded in the office of the County Clerk and Recorder of Garfield County, Colorado, in the following books and pages of records in said office:

Name of Placer Claims	General Land Office Patent No. & Date of Patent	Book & Page of Record of Patent in Office of County Clerk & Recorder, Garfield County, Colorado
* T. K. T No. 12 Placer	May 1, 1931-1056110	Book 168 Page 126
- Boulder No. 1 Placer)		
- Boulder No. 2 Placer)		
- Boulder No. 3 Placer)	June 23, 1932-1055839	Book 168 Page 434
- Boulder No. 4 Placer)		
- Boulder No. 5 Placer)		
- Boulder No. 6 Placer)		
X Boulder No. 7 Placer	Apr. 7, 1930 1036002	Book 160 Page 497
- Boulder No. 7 Placer)		
- Boulder No. 8 Placer)		
- Boulder No. 9 Placer)	Apr. 14, 1931 1045663	Book 164 Page 88
- Boulder No. 10 Placer)		
X Blue Bird No. 4 Placer)		
X Blue Bird No. 5 Placer)	July 29, 1930-1039163	Book 160 Page 520
X The Big Bell No. 2 Placer)		
X The Big Bell No. 4 Placer)		
X The Triumph No. 13 Placer)	May 7, 1931-1046259	Book 164 Page 116
X The Triumph No. 14 Placer)		
X Clear Creek No. 4 Placer	May 24, 1930-1037670	Book 160 Page 497
X Triumph No. 17 Placer)		
X Triumph No. 18 Placer)	Nov. 8, 1928-1020744	Book 160 Page 143
X Triumph No. 19 Placer)		
X Triumph No. 20 Placer	May 24, 1930-1037616	Book 161 Page 478
- Triumph No. 45 Placer)		
- Triumph No. 47 Placer)	May 24, 1930-1037669	Book 161 Page 499
X D. A. Sullivan No. 2 Placer	June 18, 1930-1038304	Book 161 Page 496
X Gold Oil No. 2 Placer)		
X Gold Oil No. 3 Placer)	Oct. 7, 1932-1066485	Book 174 Page 377
- Gold Oil No. 4 Placer)		
- Gold Oil No. 5 Placer)		
- Gold Oil No. 6 Placer)		
- Gold Oil No. 7 Placer)		
- Gold Oil No. 8 Placer)		
- Gold Oil No. 9 Placer)		
- Gold Oil No. 10 Placer)		

Adm. Y.

Gold Oil No. 11 Placer	} Oct 7, 1933	1066485	Book 174	Page 377
Gold Oil No. 12 Placer				
Gold Oil No. 13 Placer				
Gold Oil No. 52 Placer				
Gold Oil No. 53 Placer				
T. N. T. No. 6 Placer				
T. N. T. No. 7 Placer				
T. N. T. No. 8 Placer				
T. N. T. No. 9 Placer				
T. N. T. No. 10 Placer				
T. N. T. No. 11 Placer				

(Note: There are two Boulder No. 7 Placer Mining Claims)

Total 6,885.04 acres, more or less.

The party of the first part, however, reserving all surface rights, subject to the right of the party of the second part to use from time to time so much of the surface as may be reasonable, proper or advantageous, to mine, extract and remove said mineral, to explore and operate the premises, to produce, treat, refine or retort, store, market and transport such minerals and the products thereof, with right for dumps, buildings and structures, and with all needed rights of way and rights of ingress and egress, but it is provided that the party of the second part shall purchase and will be required to pay \$5.00 per acre as the purchase price in full for all the surface which he may mine, remove or destroy, or which he may desire for any such mining operations, or which may be rendered unsuitable for ordinary use by reason of any such mining operations of the party of the second part, the party of the second part, however, to purchase in tracts of not less than 300 acres reasonably compact, and provided that party of the second part shall have no right to purchase any of the surface hereunder except for his said mining operations: TOGETHER with all the minerals, hydrocarbons, substances, rock and earth therein and thereunder, and all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto JOHN P. AKOLT the said party of the second part his heirs and assigns forever.

And the said R. F. MAGOR, JR. party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents he is well seized of the premises above conveyed, as of 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 and incumbrances of whatever kind or nature soever.

except taxes for the tax year 1943, eleven-twelfths of which are to be paid by the party of the first part and one-twelfth by the party of the second part, and thereafter the taxes will be paid, one-half of each of the parties, until such time as there shall be a separate assessment of surface and mineral rights."

Also excepting any reservations contained in the above described patents.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

R. F. Magor Jr. (SEAL)

Signed, Sealed and Delivered }
 in Presence of }
 John C. Hanks }

STATE OF COLORADO,)
) ss.
 County of Garfield. }

The foregoing instrument was acknowledged before me this 1st day of November 1943, by R. F. MAGOR, JR.

Witness my hand and official seal.
 My commission expires....



John S. Woody
 CLERK OF THE DISTRICT COURT.

\$37.40 I.R.S. Canceled.

Filed for record Nov. 2, 1943 at 1:25 O'clock P.M. Walter J. Frost, Recorder "R"

Recorded at 1:50 o'clock P M. AUG 11 1980
Reception No. 376382 MILDRED ALSODORF, RECORDER
PIPELINE EASEMENT AGREEMENT

87 553 101634

THIS EASEMENT AGREEMENT, made this 25th day of July, 1980, between CHEVRON U.S.A., INC., a California corporation, and CHEVRON SHALE OIL COMPANY, a California corporation, hereinafter collectively referred to as "GRANTOR" and ROCKY MOUNTAIN NATURAL GAS COMPANY, INC., a Colorado corporation, hereinafter referred to as "GRANTEE;"

W I T N E S S E T H:

THAT WHEREAS, GRANTOR is the owner of certain real property in unincorporated areas of Garfield County, State of Colorado, as more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, GRANTOR desires to grant and GRANTEE desires to acquire certain rights in a portion of the area described in Exhibit "A;"

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION ONE

GRANT OF EASEMENT

GRANTOR hereby grants to GRANTEE, its successors and assigns, subject to the terms and conditions hereof, the following easements:

A. A right-of-way for the purposes, from time to time, either as a common or private carrier, of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing an 8-5/8 inch O.D. pipeline (with valves, meters, fittings, appliances, and related facilities) for the transportation of natural gas and associated liquids and gases, over and through the following described land, hereinafter referred to as the "Basement Area," in the County of Garfield, State of Colorado:

A strip of land fifty (50) feet in width, the center line of which is described by metes and bounds in Exhibit "A" hereof;

together with the right to construct, maintain and operate, appurtenant devices required for the installation, maintenance and

use of the pipeline and all such appurtenances and devices, except as above limited, which will hereinafter be referred to as "facilities";

B. GRANTOR also hereby conveys to GRANTEE the right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove one additional line of pipe at any time on, in, over and through the above described land parallel to the first line above mentioned; provided that each such additional line shall be laid subject to the same rights and conditions as apply to the original line;

C. GRANTEE shall have the right of ingress and egress in, on, over, across and through said above-described land for any and all purposes necessary to the exercise by GRANTEE of the rights and easements granted herein;

D. GRANTOR excepts from the foregoing grant of easement all ores and minerals in, on or under the Easement Area, and reserves the right for itself or its assignees to explore for, mine, and remove the same, subject to the termination provisions of this agreement;

E. This easement is made subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement Area; and

F. GRANTOR makes no warranties or representations concerning the title to said Easement Area.

SECTION TWO

COVENANT THAT OPERATION OF EASEMENT NOT INTERFERE WITH SERVIENT TENEMENT

A. GRANTEE agrees to maintain and operate the easement herein granted in such manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment, including ranching and/or cultivation of the adjoining property owned by GRANTOR at the date of this conveyance.

B. GRANTEE shall have no right to locate any permanent surface installation on any part of the easement without the approval of the GRANTOR.

C. GRANTEE agrees to use its best efforts to remove top-soil from the easement separately from other material removed by GRANTEE in the construction of any pipeline or other permitted structure, and to replace such topsoil in the easement on completion of any such construction. GRANTEE further agrees to use its best efforts to insure that the easement shall be left free of any obstructions.

holes, or piles of dirt which would interfere with farming and/or other ranching operations thereon.

D. GRANTEE agrees to replace or rebuild to the satisfaction of GRANTOR any and all damaged parts of any drainage or irrigation system that may be damaged by the construction of any pipeline or other permitted structures pursuant to this agreement.

E. GRANTEE shall have the right to cross fences on the adjoining property of GRANTOR whenever such crossing shall be reasonably necessary in the construction, maintenance, or operation of any structures in the easement; however, GRANTEE shall maintain a proper enclosure at all times and restore such fences as promptly as possible to their condition prior to the crossing; provided, however, that GRANTEE shall not be responsible for a lack of proper enclosure or for restoration of fencing if caused by someone other than GRANTEE or its agents, contractors, or representatives.

F. GRANTOR reserves the right to fence the whole or any part of the boundaries of the easement, and the right to build fences crossing such easement.

G. GRANTEE shall bury its facilities to provide a minimum of thirty-six (36) inches between the top of the facilities and ground level.

SECTION THREE

TERM OF AGREEMENT

A. This Pipeline Easement Agreement shall be effective for a period beginning with the date hereof and shall continue so long as GRANTEE continues to use and maintain the facilities under the Easement Area, unless terminated or cancelled prior thereto in the manner provided for herein.

SECTION FOUR

USE OF EASEMENT AREA

A. The construction, maintenance, use, and removal of facilities, and all of GRANTEE'S operations in and about the Easement Area, shall be performed and conducted in a careful, and workmanlike manner, and in such manner as will not interfere with GRANTOR'S exploration, mining, or other operations on other

lands in the vicinity of the Easement Area. Prior to exercising any rights granted hereunder, GRANTEE shall give written notice of construction to all persons holding any rights, licenses or leases to use the surface of the Easement Area and of lands used for access thereto.

B. All such construction, operation, maintenance, and removal of the facilities shall be performed by or under the direction of GRANTEE, and GRANTEE shall not permit, unless otherwise authorized, public easements, public facilities, or public roads over or under the Easement Area.

C. GRANTEE shall keep its facilities in good and safe condition and, after doing any work in connection with the construction, use, maintenance, or removal of any facilities, GRANTEE shall restore the surface of the Easement Area to as good a condition as existed prior to such work.

SECTION FIVE
INDEMNIFICATION

A. GRANTEE shall indemnify GRANTOR and save it harmless from and against any and all claims, liability, and causes of action for injury to or death of any persons, or for damage to any property, arising out of or resulting from the construction, use, maintenance, or removal of any of the facilities, or from any operations, activities, or property of GRANTEE on or about the Easement Area. No additional risk or liability shall be assumed or incurred by GRANTOR by reason of the granting of the easement.

SECTION SIX
TAXES, LIENS AND ENCUMBRANCES

A. GRANTEE agrees to pay promptly and before delinquency all taxes and assessments levied or assessed upon or against the Easement Area during the term hereof, by reason of, or resulting from the construction, maintenance or use of facilities, and to reimburse GRANTOR for any increase in taxes paid by GRANTOR resulting from the value of such facilities, whether or not separately assessed. GRANTEE shall pay all taxes levied or assessed upon or against GRANTEE, its facilities and equipment on the Easement Area.

SECTION SEVEN

BY 553

TERMINATION

A. GRANTEE may terminate this agreement at any time by written notice to GRANTOR. Upon such termination, all rights of GRANTEE in, upon and under the Easement Area shall cease, subject to the provisions below concerning removal of GRANTEE'S facilities from the Easement Area.

B. In the event of any default by GRANTEE in its obligations hereunder, GRANTOR may deliver to GRANTEE written notice specifying the default. If the default remains uncorrected for a period of thirty (30) days after delivery of the notice, this agreement shall then terminate.

C. Whenever GRANTOR determines in its sole judgment that the GRANTEE'S facilities or use will interfere with GRANTOR'S existing or proposed operations, GRANTOR may so notify GRANTEE, by written notice describing the portions (or all) of the Easement Area as to which GRANTEE'S continued use will so interfere. Whenever GRANTOR'S existing or proposed operations in the GRANTEE'S sole judgment, will endanger GRANTEE'S facilities in the Easement Area, GRANTEE may so notify GRANTOR by written notice describing the portions (or all) of the Easement Area in which GRANTEE'S facilities will be endangered. In the event that such notice of interference is given by either party, GRANTEE shall relocate its facilities to prevent such interference to a location of the GRANTEE'S own reasonably amenable to conventional construction, including on other lands owned or occupied or controlled by GRANTEE. The cost of such relocation shall be borne solely by GRANTEE. GRANTEE shall have six (6) months from delivery of the notice of interference which to complete any relocation procedure. In the event of relocation under other lands of GRANTEE, all obligations under this agreement, including this one, shall be immediately and automatically released, in whole or in part, until such time as the interference is otherwise eliminated. GRANTEE shall be bound as to all of the Easement Area until the date of relocation, and the date six (6) months from the date of relocation.

D. IF GRANTEE fails to begin construction of the pipeline under the Easement Area within twelve (12) months after the effective date of this agreement, GRANTOR may terminate this agreement upon written notice to GRANTEE.

E. If, at any time after GRANTEE begins or completes construction of the pipeline, the Easement Area or any part thereof is no longer used for the pipeline or facilities, GRANTOR may terminate this agreement as to all those parts of the Easement Area no longer used as above, by written notice to GRANTEE.

F. Upon any termination of this agreement as to all or any part of the Easement Area, GRANTEE shall have a period of six (6) months from and after the effective date of termination in which to remove all of its facilities from the Easement Area or from the part thereof as to which the termination applies, provided, however, that in the event of any relocation of facilities as provided above, the removal provisions of C. above shall apply. Upon such removal, GRANTEE shall place the Easement Area in a neat, safe and orderly condition. After the six (6) month period, any facilities or property of GRANTEE remaining on or under any portion of the Easement Area as to which this agreement has terminated shall be deemed abandoned by GRANTEE and shall become the property of GRANTOR.

G. Upon termination of the rights herein given, GRANTEE, upon request by GRANTOR, shall execute and deliver to GRANTOR within thirty (30) days after written demand therefor, a quit claim deed and sufficient quit claim deed to all interest of GRANTEE in the Easement Area terminated. Should GRANTEE fail or refuse to deliver to GRANTOR such quit claim deed, a written notice by GRANTOR recording its failure or refusal of GRANTEE to execute and deliver said quit claim deed, as herein provided, shall after ten (10) days from the date of recordation of said notice, be deemed a release of the Easement Area against GRANTEE and all persons claiming under GRANTEE and shall constitute termination of this agreement as to a portion thereof and shall constitute an interest of GRANTEE hereafter in the Easement Area. GRANTEE'S right to remove its facilities from the Easement Area shall terminate upon the date of recordation of said notice.

SECTION EIGHT

GAS SERVICE

A. GRANTEE shall use its best efforts, subject to approval of such regulatory bodies as may have jurisdiction, at GRANTOR'S request to supply natural gas to any improvements owned by GRANTOR at the rate as of the time of supplying such natural gas which is being charged for the type and use of the improvement to which it is being supplied. Cost of procuring and laying any such service line shall be in accordance with GRANTEE'S tariffs, rules and regulations then on file with the Colorado Public Utilities Commission.

SECTION NINE

TRANSFER OF INTEREST

A. The rights granted to GRANTEE under this agreement shall not be assigned or otherwise transferred without the prior written consent of GRANTOR. Subject to the foregoing, all of the terms, covenants, and conditions of this agreement shall be binding upon the successors and assigns of the parties.

SECTION TEN

WAIVER CLAUSE

The failure of any party to enforce, at any time, any of the provisions of this agreement, or to exercise any option which is herein provided, or to require at any time, performance by another party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of a party to thereafter enforce each and every such provision.

SECTION ELEVEN

APPLICABLE LAW

This agreement and exhibits hereto shall be governed as to validity, enforcement, construction, effect, and in all other respects, by the law of the State of Colorado, and its courts shall have jurisdiction to enforce this agreement.

SECTION TWELVE

ATTORNEY FEES

In the event of a default by any party in the performance of its duties, the court with the proper jurisdiction to resolve the dispute shall award reasonable attorney fees and costs to the successful party, or in such other manner as the court sees fit.

SECTION THIRTEEN

SECTION HEADINGS

The headings to all sections in this agreement and all exhibits hereto shall not form a part of this agreement or exhibits, but shall be regarded as having been used for the convenience of reference only.

SECTION FOURTEEN

NOTICES

Any notice required or permitted under this agreement shall be given in writing. The notice shall be served either (i) personally, (ii) registered or certified mail with return receipt requested, or (iii) telex. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth below or such substitute address or addresses as provided to the parties to this agreement thirty (30) days in advance of any notice. Present addresses to which notices shall be sent in accordance with the provisions of this section are:

GRANTOR: CHEVRON SHALE OIL COMPANY
P. O. Box 4001
Golden, Colorado 80401

CHEVRON U.S.A. INC.
P. O. Box 4001
Golden, Colorado 80401
Attention: District Land Manager

GRANTEE: ROCKY MOUNTAIN NATURAL GAS COMPANY, INC.
1600 Sherman Street
Denver, Colorado 80203

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

ATTEST: CHEVRON SHALE OIL COMPANY

Mary Louise Mahoney By D. R. Loper President

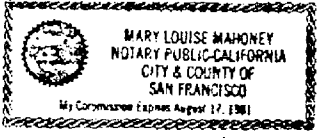
ATTEST: CHEVRON U.S.A. INC.

By F. A. Mahoney Secretary

ATTEST: ROCKY MOUNTAIN NATURAL GAS CO., INC.

[Signature] By D. L. Parsons Vice President

County of San Francisco ss. State of California



The foregoing instrument was acknowledged before me by D. R. Loper President of CHEVRON SHALE OIL COMPANY on this 10 day of July, 1980. Witness my hand and official seal.

Mary Louise Mahoney Notary Public

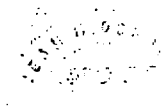
My Commission Expires Aug 17 1981

County of Wasatch) State of Utah) ss.

The foregoing instrument was acknowledged before me by F. A. Mahoney Secretary of CHEVRON U.S.A. INC. on this 10 day of July, 1980. Witness my hand and official seal.

My Commission Expires _____

County of Denver) State of Colorado) ss.



BOOK 553 PAGE 643

"EXHIBIT A"

A fifty (50) foot wide right-of-way and easement located in Sections 22 and 27, T5S, R97W, 6th PM, Garfield County, Colorado with the centerline of the right-of-way and easement being described as follows:

Beginning at a point on the North line of the SE $\frac{1}{4}$, Section 22, T5S, R97W, 6th PM which bears N 89 $^{\circ}$ 56' W, 1,016.5 feet from the East 1/4 corner of said section 22;
thence S 90 $^{\circ}$ 14' E, 2,178.9 feet; -
thence S 53 $^{\circ}$ 14' W, 474.6 feet; -
thence S 23 $^{\circ}$ 11' W, 220.1 feet; -
thence S 10 $^{\circ}$ 44' E, 1,066.8 feet; -
thence S 4 $^{\circ}$ 10' E, 4,229.8 feet to a point on the South line of Section 27, T5S, R97W, 6th PM, said point bearing N 89 $^{\circ}$ 58' W, 841.8 feet from the Southwest corner of said Section 27.

Total described centerline length of right-of-way and easement equals 8,170.2 feet and 495 rods with an area of 9.3781 acres.

553 met 644

N
1" = 1000'
GARFIELD COUNTY,
COLORADO

1072+68.3

114 Cor.

TIE: N85°56'W, 1016.5'

4 & 5 Tract 1076+80.2

4 & 6 Tract 1078+90.0

4 & 7 Tract 1087+51.2

1094+42.2

CHEVRON, U.S.A.

22

27

22

27

1099+21.8

1101+4.9

1112+38.7

30+ Street 1122+53.3

4 & 8 Road 1124+55.9

4 Road

27

36

1154+38.5

27

36

TIE: N...

1156+49.2

T. 5 S. R. 7 E.
V. 16

1170+31.4

Recorded at 10¹³ o'clock A M JAN 19 1995
Reception No. 473555 MILDRED ALSDORF, RECORDER
GARFIELD COUNTY, COLORADO

BOOK 0929 PAGE 272

EASEMENT AGREEMENT

State (situs of land): Colorado
County (situs of land): Garfield
Grantor: Chevron Shale Oil Company
Grantor's Address: P.O. Box 6518
Englewood, CO 80155-6518
Grantee: Rocky Mountain Natural Gas Company
Grantee's Address: P.O. Box 670
Glenwood Springs, CO 81601
Date: 1/9/95

For adequate consideration, Grantor, named above, grants, assigns, and conveys to Grantee, named above, its successors and assigns, a right of way, easement and the privilege to construct, repair, maintain, operate and remove a natural gas system meter run on Grantor's land situated in the county and state named above, and described as follows:

A surface easement 50 feet in length by 50 feet in width in SE/4 SE/4, Section 22, T5S, R97W of the 6th P.M. as shown on Exhibit "A" attached hereto and made a part hereof.

Additionally, Grantor grants, assigns, and conveys to Grantee the right of ingress and egress over and across Grantor's adjacent lands to enable it to accomplish the purposes described in this instrument.

Grantee shall own and be entitled to make full use of this Easement subject to the limitations described below for so long as: 1) the same is used in accordance with the terms of this instrument and 2) Grantee's existing pipelines, or any replacements thereof, which are served by the meter run constructed hereunder, are continuously used for transportation of natural gas with no more than twelve consecutive months of non-use of said pipeline. In the event of occurrence of said twelve consecutive months of non-use the easement granted hereunder shall automatically expire, Grantee shall prepare and file of record a full release of this easement. Upon the termination of this Easement for any reason, Grantee shall remove all meter run equipment and then re-seed the disturbed area with native grasses until such time as a self-sustaining stand of vegetation is obtained.

BOOK 0929 PAGE 273

Grantee agrees to pay any reasonable damages which may arise to crops, timber, livestock or fences from its use of Grantor's land pursuant to this Easement.

As part of the consideration for this Easement, Grantee agrees to defend, indemnify and hold Grantor harmless from any and all claims, costs (including attorneys fees), damages, suits or obligations, claimed or asserted against Grantor by reason of Grantee's operation or business conducted pursuant to this easement agreement and against any and all parties asserting such claims, including but not limited to, Grantee's employees, contractors and employees of its contractors, and to defend Grantor by reason of Grantee's operations authorized hereunder, all at Grantee's expense.

Grantee covenants and agrees to pay any taxes which may be levied upon or assessed against structures, fixtures or other equipment which may be built or installed on the easement granted hereunder by Grantee, and any increase in real property taxes resulting from Grantee's construction of improvements on the easement.

Grantor covenants and agrees for itself, and on behalf of any grazing and/or farming lessee of the lands described herein, not to impound water or construct buildings or structures of any type on Grantor's land described herein, provided however that in the event any shale oil related operations of Grantor's, whether existing or proposed, should conflict in any way with Grantee's operations hereunder, Grantor's shale oil operations shall take precedence and Grantee agrees to change, cease and/or relocate its operations at its sole risk and cost within a reasonable period after receiving written notice of said conflict from Grantor.

The right of way, easement and privileges granted to Grantee are divisible and are assignable or transferable, in whole or in part.

Grantee

ROCKY MOUNTAIN NATURAL GAS COMPANY

By: Jan L. Hill

Title: Right-of-Way Tech

Grantor

CHEVRON SHALE OIL CO.

By: [Signature]

Title: Assistant Secretary

BOOK 0929 PAGE 274

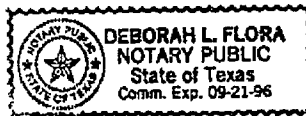
STATE OF Texas)

COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 15th day of November, 1994 by D. S. Caldwell as Assistant Secretary of Chevron Shale Oil Company.

Deborah L. Flora
NOTARY PUBLIC

My Commission Expires: 09-21-96

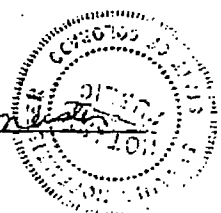


STATE OF Colorado)

COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 9th day of January, 1997 by James L. Krabe as Right-of-Way Tech of Rocky Mountain Natural Gas Company.

Debra Hipp
NOTARY PUBLIC



My Commission Expires: 6-9-98

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SRE-98-2
LIS _____

PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 1st day of July, 1998, between CHEVRON SHALE OIL COMPANY, a California corporation, hereinafter referred to as "GRANTOR" and TRANSCOLORADO GAS TRANSMISSION COMPANY, a Colorado general partnership, hereinafter referred to as "GRANTEE;"

WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property in Sections 22 and 27, Township 5 South, Range 97 West, 6th P.M., Garfield County, State of Colorado; and

WHEREAS, GRANTOR desires to grant and GRANTEE desires to acquire certain rights in a portion of said real property;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION ONE GRANT OF EASEMENT

GRANTOR hereby grants to GRANTEE, subject to the terms and conditions hereof, the following easement:

A. A right-of-way for the sole purpose, either as a common or private carrier, of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing a varying twenty-two (22) to twenty-four (24) inch O.D. pipeline (with valves, meters, fittings, appliances, and related facilities) for the transportation of natural gas and associated liquids and gases, over and through the land described in Exhibits "A and B" hereof, hereinafter referred to as the "Easement Area," in the County of Garfield, State of Colorado; together with the right to construct, maintain and operate, appurtenances and devices required for

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96-

the installation, maintenance and use of the pipeline and all such appurtenances and devices, except as above limited, which will hereinafter be referred to as "facilities."

B. GRANTEE shall have the right of ingress and egress in, on, over, across and through said above-described land for any and all purposes necessary to the exercise by GRANTEE of the rights and easement granted herein.

C. GRANTOR excepts from the foregoing grant of easement all ores and minerals in, on or under the Easement Area, and reserves the right for itself or its assignees to explore for, mine, and remove the same, subject to the termination provisions of this agreement.

D. This easement is made subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement Area and GRANTOR further reserves the right to grant other easements to third parties to cross over or under this easement.

E. GRANTOR makes no warranties or representations concerning the title to said Easement Area.

**SECTION TWO
COVENANT THAT OPERATION OF EASEMENT
NOT INTERFERE WITH SERVIENT TENEMENT**

A. GRANTEE agrees to maintain and operate the easement herein granted in such manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment of the adjoining property owned by GRANTOR at the date of this agreement, including use for exploration, mining, oil and gas development, farming, ranching and land development.

B. GRANTEE shall have no right to locate any permanent surface installation on any part of the Easement Area without the written approval of GRANTOR.

C. GRANTEE agrees to use its best efforts to remove top-soil from the Easement Area separately from other material removed by GRANTEE in the construction of any pipeline or other permitted structure, and to replace such topsoil in the Easement Area on completion of any such construction: GRANTEE further agrees to use its best efforts to insure that the Easement

Area shall be left free of any large stones, holes, or piles of dirt which would interfere with farming, ranching and/or other operations thereon. All stones, brush and debris uncovered on, removed from or deposited on GRANTOR's lands as the result of activities permitted hereunder shall be disposed of at GRANTOR's direction. Except as otherwise provided herein, all areas disturbed as the result of activities permitted hereunder shall be reseeded with seed mixes approved by GRANTOR or GRANTOR's agricultural lessees. Reseeded areas shall be properly mulched except in pastures and hay fields.

D. GRANTEE agrees to replace or rebuild, to the satisfaction of GRANTOR, any and all damaged parts of any road or any drainage or irrigation system that may be damaged by the construction of any pipeline or other permitted structure pursuant to this agreement. Upon completion of the pipeline construction activities permitted hereunder, GRANTEE shall grade all permanent roads on GRANTOR's lands which were used in connection with said construction activities.

E. GRANTEE shall have the right to cross fences on the adjoining property of GRANTOR whenever such crossing shall be reasonably necessary in the construction, maintenance or operation of any structures in the Easement Area. GRANTEE shall maintain a proper enclosure at all times and shall restore such fences to a condition equal to or better than their condition prior to such crossing as promptly as possible provided, however, that GRANTEE shall not be responsible for a lack of proper enclosure or for restoration of fencing if caused by someone other than GRANTEE or its agents, contractors, or representatives.

F. GRANTOR reserves the right to fence the whole or any part of the boundaries of the Easement Area, and the right to build fences crossing such easement.

G. GRANTEE shall bury its subsurface facilities to provide a minimum of thirty-six (36) inches between the top of the facilities and ground level except in those areas where rock is encountered that would otherwise require blasting, in which case, the facilities shall be buried a minimum of eighteen (18) inches below the ground surface.

H. Except as otherwise provided herein, GRANTEE shall properly backfill and compact disturbed ground, excavated pipeline trenches, and other excavations required for installation of its pipeline facilities. **Compaction of disturbed areas in hay fields and pastures shall be accomplished using hydro-compaction methods followed by replacement of topsoil, free of stones and other debris. GRANTEE shall repair damage to open irrigation and**

drainage ditches by using proper mechanical ditch channel compaction methods and by reestablishing pre-disturbance grades and flowlines. All culverts and buried irrigation system pipelines damaged by the activities permitted hereunder shall be replaced by GRANTEE.

I. GRANTEE shall have the ongoing responsibility of assuring that irrigation systems damaged by the activities permitted hereunder are restored to their proper operating condition and that areas of settling and slumping in GRANTOR's fields and pastures, caused by the activities permitted hereunder, are permanently restored to field grade.

J. Except as otherwise provided herein, GRANTEE shall maintain current as-built drawings for all of its surface and subsurface facilities located within the Easement Area and shall provide GRANTOR with copies of such drawings.

K. GRANTEE shall compensate GRANTOR's agricultural lessees for all damages to crops and other losses resulting from the construction, operation and maintenance of any pipeline or other permitted structures installed pursuant to this agreement. Such compensation shall be made pursuant to letter agreements between GRANTEE and such lessees.

L. GRANTEE shall take all necessary precautions, in conducting its activities under this agreement, to prevent brush and grass fires on GRANTOR's lands.

SECTION THREE TERM OF AGREEMENT

This agreement shall be effective for a period beginning May 1, 1998 and shall continue so long as GRANTEE continues to use and maintain the facilities in the Easement Area, unless terminated or canceled prior thereto in the manner provided for herein.

SECTION FOUR USE OF EASEMENT AREA

A. The construction, maintenance, use, and removal of the facilities, and all of GRANTEE's operations in and about the Easement Area, shall be performed and conducted in a careful, safe, and workmanlike manner, and in such manner as will not interfere with GRANTOR's and GRANTOR's lessees', licensees', and permittees' exploration, mining, oil and gas, farming, ranching, land development and/or other operations on other lands in the vicinity of

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the Easement Area. Prior to exercising any rights granted hereunder, GRANTEE shall give written notice of construction to all persons holding any rights, licenses, permits or leases to use the surface of the Easement Area and lands used for access thereto.

B. All such construction, operation, maintenance, and removal of facilities in the Easement Area, pursuant to this agreement, shall be performed by or under the direction of GRANTEE, and GRANTEE shall not permit, unless otherwise authorized by GRANTOR, public easements, public facilities, or public roads over or under the Easement Area.

C. GRANTEE shall keep its facilities in good and safe condition and, after doing any work in connection with the construction, use, maintenance, or removal of any facilities, GRANTEE shall restore the surface of the Easement Area to as good a condition as existed prior to such work.

SECTION FIVE INDEMNIFICATION

GRANTEE agrees to protect, indemnify and hold GRANTOR and all of GRANTOR's affiliated and parent and subsidiary companies, joint venturers and partners, and all of the aforesaid entities' officers, directors, shareholders, employees, agents, invitees and insurers ("Indemnitees") harmless, from and against any and all liability, loss, damage, injury, costs (including attorney fees), expenses, fines, claims, demands and causes of action arising out of, or in any way connected with GRANTEE's activities or operations under this Agreement, for injury to or illness or death of any person (including but not limited to an Indemnitee or an employee or agent of GRANTEE or GRANTEE's subcontractors or any third party) or for loss of or damage to property (including but not limited to property of Indemnitees, GRANTEE, or any third party) or for violation of any federal, state or local laws, rules, regulations, and orders including but not limited to CERCLA and RCRA. SUCH INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES. This indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law.

**SECTION SIX
GRANTEE INSURANCE REQUIREMENT**

Without in any way limiting GRANTEE's liability under this agreement, GRANTEE shall maintain, during the term of this agreement, the following insurance with companies and on terms satisfactory to GRANTOR:

1. Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law.
2. Comprehensive or Commercial General Liability Insurance (Bodily Injury and Property Damage), including the following supplementary coverages: Contractual Liability to cover liability assumed by GRANTEE under this agreement; Product and Completed Operations Liability Insurance; Broad Form Property Damage Liability Insurance; and coverage for Explosion, Collapse and Underground Hazards. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.
3. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used by GRANTEE, its employees, contractors and subcontractors in the performance of this agreement. The limits of liability of such insurance shall be not less than \$1,000,000 each accident combined single limit.

The insurance specified in this Section Six shall contain a waiver of subrogation against GRANTOR, and shall name GRANTOR as an additional insured with respect to the activities performed pursuant to this agreement. In addition, said insurance shall include a requirement that the insurer provide GRANTOR with 30-days' written notice prior to the effective date of any cancellation or material change of the insurance.

GRANTEE WILL PROVIDE GRANTOR WITH A CERTIFICATE OF INSURANCE IN A FORM SUBSTANTIALLY SIMILAR TO THE ATTACHED FORM GO-279-12 (EXHIBIT "C") WITHIN 30 DAYS FROM THE DATE OF THIS AGREEMENT, AND UPON EACH ANNIVERSARY DATE HEREOF FOR AS LONG AS THIS AGREEMENT IS IN EFFECT.

**SECTION SEVEN
TAXES, LIENS AND ENCUMBRANCES**

GRANTEE agrees to pay promptly and before delinquency all taxes and assessments levied or assessed upon or against the Easement Area during the term hereof, by reason of, or resulting from the construction, maintenance or use of GRANTEE's facilities, and to reimburse GRANTOR for any increase in taxes paid by GRANTOR resulting from the value of such facilities, whether or not separately assessed. GRANTEE shall pay all taxes levied or assessed upon or against GRANTEE's facilities and operations on the Easement Area.

**SECTION EIGHT
TERMINATION**

A. GRANTEE may terminate this agreement at any time by written notice to GRANTOR. Upon such termination, all rights of GRANTEE in, upon and under the Easement Area shall cease, subject to the provisions herein concerning site reclamation and facility removal.

B. In the event of any default by GRANTEE in its obligations hereunder, GRANTOR may deliver to GRANTEE written notice specifying the default. If the default remains uncorrected for a period of thirty (30) days after delivery of the notice, this agreement shall then terminate.

C. Whenever GRANTOR determines in its sole judgment that GRANTEE's facilities or use will interfere with GRANTOR's existing or proposed operations, GRANTOR may so notify GRANTEE, by written notice describing the portions (or all) of the Easement Area as to which GRANTEE's continued use will so interfere. Whenever GRANTOR's existing or proposed operations in GRANTEE's sole judgment, will endanger GRANTEE's facilities in the Easement Area, GRANTEE may so notify GRANTOR by written notice describing the portions (or all) of the Easement Area in which GRANTEE's facilities will be endangered. In the event that such notice of interference is given by either party, GRANTEE shall relocate its facilities to prevent such interference to a location of GRANTOR's choice, reasonably amenable to conventional construction techniques, upon other lands owned or occupied or controlled by GRANTOR in the immediate vicinity. The expense of such relocation shall be borne solely by GRANTEE. GRANTEE shall have six (6) months from the delivery of the notice of interference in which to complete any relocation hereunder. In the event of relocation to other lands of GRANTOR, all of the provisions of this agreement, including this paragraph, shall apply to the relocated Easement



Area. Whenever the foregoing notice of interference is given by either party, this agreement shall terminate, as to all of the Easement Area described in the notice, on the date six (6) months after delivery of such notice.

D. If GRANTEE fails to begin construction of the pipeline under the Easement Area within twelve (12) months after the effective date of this agreement, GRANTOR may terminate this agreement upon written notice to GRANTEE.

E. If, at any time after GRANTEE begins or completes construction of the pipeline, the Easement Area or any part thereof is no longer used for the pipeline or facilities, GRANTOR may terminate this agreement as to those parts of the Easement Area no longer used as above, by written notice to GRANTEE.

F. Upon any termination of this agreement as to all or any part of the Easement Area, and unless otherwise approved by GRANTOR, GRANTEE shall dig up and remove its pipeline and associated facilities. GRANTEE shall have a period of six (6) months from and after the effective date of termination in which to remove all of its facilities from the Easement Area or from the part thereof as to which the termination applies, provided, however, that in the event of any relocation of facilities as provided above, the removal provision of C. above shall apply. Upon such removal, GRANTEE shall place the Easement Area in a neat, safe and orderly condition.

G. Upon termination of the rights herein given, GRANTEE, upon request by GRANTOR, shall execute and deliver to GRANTOR, within thirty (30) days after written demand therefor, a good and sufficient quit claim deed to all interest of GRANTEE so terminated. Should GRANTEE fail or refuse to deliver to GRANTOR such quit claim deed, a written notice by GRANTOR reciting the failure or refusal of GRANTEE to execute and deliver said quit claim deed, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against GRANTEE and all persons claiming under GRANTEE of the termination of this agreement or a portion thereof and all interest of GRANTEE hereunder as to that portion, subject to GRANTEE's obligation to remove its property within six (6) months of such termination.

H. Termination shall not operate to extinguish any obligations of GRANTEE which have accrued at the time of termination, or which accrue hereunder upon termination.



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**SECTION NINE
TRANSFER OF INTEREST**

The rights granted to GRANTEE under this agreement shall not be assigned or otherwise transferred without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld. Subject to the foregoing, all of the terms, covenants, and conditions of this agreement shall be binding upon the successors and assigns of the parties.

**SECTION TEN
WAIVER CLAUSE**

The failure of any party to enforce, at any time, any of the provisions of this agreement, or to exercise any option which is herein provided, or to require at any time, performance by another party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this agreement or any part thereof, or the right of a party to thereafter enforce each and every such provision.

**SECTION ELEVEN
APPLICABLE LAW**

This agreement and exhibits hereto shall be governed as to validity, enforcement, construction, effect, and in all other respects, by the law of the State of Colorado, and its courts shall have jurisdiction to enforce this agreement.

**SECTION TWELVE
ATTORNEYS' FEES**

In the event of a default by any party in the performance of its duties, the court with the proper jurisdiction to resolve the dispute shall award reasonable attorney fees and costs to the successful party, or in such other manner as the court sees fit.



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**SECTION THIRTEEN
ALTERNATIVE DISPUTE RESOLUTION**

The parties hereto agree to utilize the Alternative Dispute Resolution process established in Exhibit "D" attached hereto prior to commencing litigation regarding any dispute between such parties arising under the terms of this agreement.

**SECTION FOURTEEN
SECTION HEADINGS**

The headings to all sections in this agreement and all exhibits hereto shall not form a part of this agreement or exhibits, but shall be regarded as having been used for the convenience of reference only.

**SECTION FIFTEEN
NOTICES**

Any notice required or permitted under this agreement shall be given in writing. The notice shall be served either personally or by registered or certified mail with return receipt requested. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth below or such substitute address or addresses as provided to the parties to this agreement thirty (30) days in advance of any notice. Present addresses to which notices shall be sent in accordance with the provisions of this section are:


GRANTOR: CHEVRON SHALE OIL COMPANY
P.O. Box 6518
Englewood, CO 80155-6518



GRANTEE: TRANSCOLORADO GAS TRANSMISSION COMPANY
370 Van Gordon
Lakewood, CO 80228

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


CHEVRON SHALE OIL COMPANY

By: 
ASSISTANT SECRETARY

Approved:
Property 
Legal 
Enr

ATTEST:

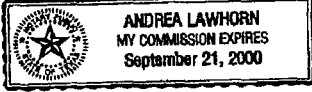
TRANSCOLORADO GAS TRANSMISSION CO.
QUESTAR TRANSCOLORADO, INC., PARTNER

_____ By: 
G. W. DEBERNARDI, VICE PRESIDENT
TECHNICAL SUPPORT

County of Harris
State of TEXAS

The foregoing instrument was acknowledged before me by Q.F. Baldwin II as Assistant Secretary of CHEVRON SHELL OIL COMPANY on this 1st day of July, 1998.

Witness my hand and official seal.



Andrea Lawhorn

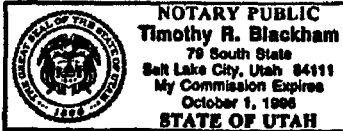
Notary Public

My Commission Expires _____

County of Salt Lake
State of Utah

The foregoing instrument was acknowledged before me by G.W. De Bernardi as Vice President Technical Support of Quarter Term Labs, Inc., Factors on this 7th day of July, 1998.

Witness my hand and official seal.



Timothy R. Blackham

Notary Public

My Commission Expires _____



EXHIBIT "A"

**Attached to that certain Pipeline Easement Agreement SRE-98-2
between Chevron Shale Oil Company and TransColorado Gas Transmission Company
dated July 1, 1998**

A strip of land, fifty feet (50.0') in width, situated in Sections 22 and 27, of Township 5 South, Range 97 West, 6th Principal Meridian, Garfield County, Colorado, the centerline of said strip of land being described as follows:

COMMENCING at the Southeast corner of Section 22, Township 5 South, Range 97 West, 6th Principal Meridian, Garfield County, Colorado, being a found standard brass monument.

THENCE: N20° 10' 50" W a distance of 2,844.10 feet to a point on a gas pipeline right-of-way to serve as TransColorado Gas Transmission Company's mainline, being a point on the North line of the Southeast Quarter of said Section 22 and the Northerly line of Chevron Shale Oil Company lands;

THENCE: S 07° 14' 00" E a distance of 2,174.39 feet;

THENCE: S 55° 30' 02" W a distance of 427.79 feet;

THENCE: S 25° 33' 40" W a distance of 254.88 feet;

THENCE: S 08° 37' 58" E a distance of 1,002.29 feet;

THENCE: S 02° 15' 51" E a distance of 4,303.32 feet;

To a point on the South line of the Southeast Quarter of the Southeast Quarter of Section 27, Township 5 South, Range 97 West, 6th Principal Meridian, Garfield County, Colorado, and on the Southerly line of Chevron Shale Oil Company lands, which point bears N 88° 11' 01" W a distance of 706.83 feet from the Southeast corner of said Section 27, being a found standard brass monument stamped U.S. GLO 1923.

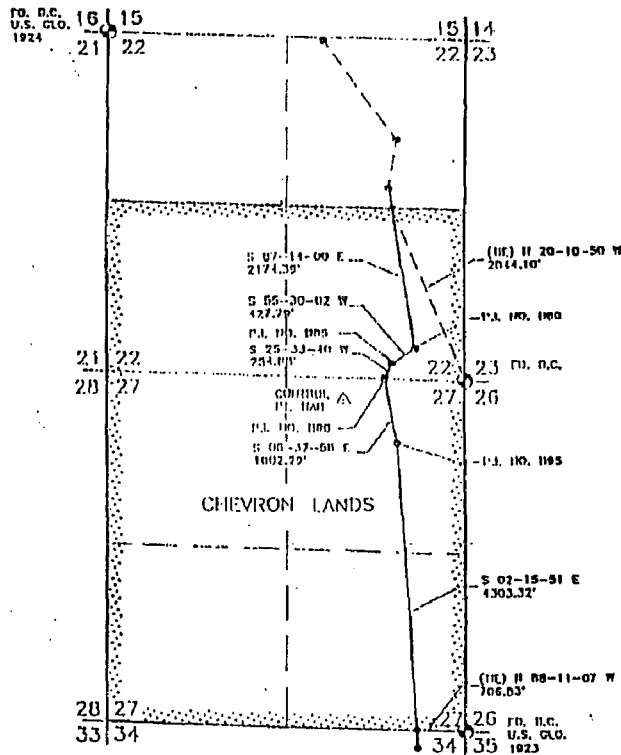
The total length of the gas pipeline right-of-way across Chevron Shale Oil Company lands as described above is 8,162.67 feet or 494.71 rods or 1.55 miles more or less.

GRANTEE shall have the right to use: i) an additional temporary work space during initial construction of the facilities, which shall be an additional width of twenty-five feet (25.0') along the permanent easement; and ii) the right to use an additional work space of one hundred feet by one hundred and fifty feet (100' x 150') along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

EXHIBIT "B"

Attached to that certain Pipeline Easement Agreement SRE-98-2
 between Chevron Shale Oil Co. and TRANSCOLORADO Gas Transmission Co.
 dated July 1, 1998

PART OF THE SE1/4 OF SECTION 22, AND
 THE E1/2 OF SECTION 27,
 TOWNSHIP 5 SOUTH, RANGE 97 WEST
 6th PRINCIPAL MERIDIAN
 GARFIELD COUNTY, COLORADO.



TABULATIONS

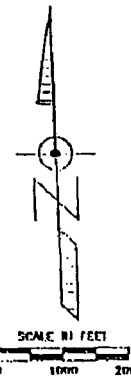
8162.67 FEET
 494.71 RODS
 1.55 MILES

NOTE:
 TRANSCOLORADO PIPELINE AS SHOWN HEREON LIES APPROXIMATELY 25
 FEET WEST OF ROCKY MOUNTAIN GAS LINE.

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FOR TRANSCOLORADO
 GAS TRANSMISSION COMPANY FROM THE NOTES OF AN ACTUAL SURVEY MADE
 BY ME, OR UNDER MY DIRECT SUPERVISION DURING THE MONTHS OF APRIL
 THROUGH NOVEMBER 1991, AND THE SAME ARE TRUE, CORRECT, AND
 ACCURATELY REPRESENTED ON THIS PLAT.

Henry P. Broadhurst Jr.
 HENRY P. BROADHURST JR., L.S. NO. 18974
 STATE OF COLORADO

1/13/92
 DATE



NOTES:
 1) BASIS OF BEARINGS -- 11111 BEARING, COLORADO
 STATE PLATE COORDINATE SYSTEM, COLORADO
 SOUTH ZONE, GROUND BEARING BETWEEN USE
 CONTROL POINTS AND ANY LINE (ONLY
 5/8" TRIANGULAR W/ALUM. CAPS),
 BEARS: S 08-35-28 E

LEGEND:
 O - TOWN SECTION CORNER AS INTENT
 A - DSI GPS CONTROL POINT

ENGINEERING RECORD		TRANSCOLORADO GAS TRANSMISSION COMPANY
W.S. 189810	APPROVED	
DRAWN BY T.D.	SECTION 22, 27 E. S. 5 N. R. 97 W.	
SURVEYED BY K.W.	COUNTY GARFIELD STATE CO.	
CHECKED BY J.D.	SCHOOL DISTRICT	SCALE: 1" = 2000'
REVISIONS		DRWG. NO. TCD01107
NO.	DESCRIPTION	DATE/BY

EXHIBIT "C"

Attached to that certain Pipeline Easement Agreement SRE-98-2
Between Chevron Shale Oil Company and TransColorado Gas Transmission Company dated July 1, 1998

CERTIFICATE OF INSURANCE

This certificate is not an insurance policy. It is evidence of the types of coverages and forms of endorsements existing in regard to the insurance policies specified and neither amends the requirements of the contract to which this certificate pertains, nor amends, extends or alters the coverage afforded by the specified insurance policies or the terms, exclusions and conditions of such policies.

Name & Address of Certificate Holder (Company) CHEVRON SHALE OIL COMPANY, P. O. BOX 6518, ENGLEWOOD, CO 80155-1518

This is to certify that the (Insurers) A. _____ B. _____
C. _____ D. _____

have issued policies of insurance as indicated below to Colorado Interstate Gas Company (CIG) and are aware that such policies will apply to work performed under Contract No. _____ between CIG and Company, _____ dated _____ 19____.

Type of Coverage	Amount of Coverage	Policy Number	Expiring
A. Workers' Compensation Longshoremen's & Harbor Workers' Act Jones Act Employer's Liability	Statutory *\$ _____ *\$ _____ *\$ _____ each person *\$ _____ per occurrence	_____	_____
B. Protection and Indemnity Insurance including coverage for injuries of death of masters, mates and crews. (Name of Vessel) _____	*\$ _____ per occurrence Min. \$500,000	_____	_____
C. Comprehensive or Commercial General Liability Insurance (Bodily Injury & Property Damage) including: Contractual Liability, Product & Completed Operations Liability, Broad Form Property Damage Liability Insurance and Coverage for explosion, collapse and underground hazards.	*\$ _____ per occurrence Min. \$500,000	_____	_____
D. Automobile Liability Insurance extending to owned, non-owned, & hired automobiles.	Bodily Injury *\$ _____ per person (Min. \$250,000) *\$ _____ per person (Min. \$500,000) Property Damage *\$ _____ per person (Min. \$100,000)	_____	_____

It is further certified that:

- (1) Each of the above policies contains a provision that the policy shall not be canceled or materially changed without 30 days' prior notice to the holder of this certificate.
- (2) The policies listed under A above contain a waiver of subrogation against Chevron Shale Oil Company.
- (3) The policies listed under B, C, and D above name Chevron Shale Oil Company as additional insured with respect to operations performed under Agreement between Company and CIG.

Upon written request by the holder of this certificate, the Insurer or his agent if indicated below will furnish a copy of any policy cited above, certified to be a true and complete copy of the original. _____

Authorized Representative _____

By _____ Title _____

Date _____, 19____ Agent Phone _____

* Do not include data for these items unless Marine work will be performed under the above mentioned Agreement.

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EXHIBIT "D"

**Attached to that certain Pipeline Easement Agreement SRE-98-2
between Chevron Shale Oil Co. and TRANSCOLORADO Gas Transmission Co.
dated July 1, 1998**

ALTERNATIVE DISPUTE RESOLUTION PROCESS

(a) ***Agreement to Use Procedure.*** In the event of a dispute between the parties arising out of or related to this agreement, the parties agree to utilize the procedures specified in this exhibit unless otherwise modified by written agreement of the parties at the time the dispute arises.

(b) ***Initiation of Procedure.*** A party seeking to initiate the procedure shall give written notice to the other party, describing briefly the nature of the dispute and its claim and identifying an individual with authority to settle the dispute on its behalf. The party receiving such notice shall have 10 days within which to designate, in a written notice given to the initiating party, an individual with authority to settle the dispute on its behalf.

(c) ***Unassisted Settlement.*** The authorized individuals shall make such investigation as they deem appropriate and thereafter promptly (but in no event later than 60 days from the date of the initiating party's notice) shall commence discussions concerning resolution of the dispute. If the dispute has not been resolved within 30 days from the commencement of discussions (such 30th day being the "submission date"), it shall be submitted to alternative dispute resolution ("ADR") in accordance with the following procedure.

(d) ***Selection of Neutral.*** The parties shall have 10 days from the submission date to jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If no neutral has been selected within such time, the parties agree jointly to request the Center for Public Resources to appoint a neutral with qualifications as specified by the parties. The fees of the neutral shall be shared equally by the parties.

(e) ***Time and Place for ADR.*** In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("the procedure") by which they will attempt to resolve the dispute, and a time and place for the procedure to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 30 days after initial consultation with the neutral.

EXHIBIT "D"
(continued)

(f) *Conduct of ADR.* The neutral is authorized to conduct both joint meetings and separate private caucuses with the parties. The neutral will keep confidential all information learned in private caucus with either party unless specifically authorized by such party to make disclosure of the information to the other party. The neutral (i) shall, unless requested not to do so by both parties, provide his non-binding opinion to both parties on the probable outcome should the matter be litigated, and (ii) shall, if requested to do so by both parties, make one or more recommendations as to the terms of a possible settlement, upon any conditions imposed by the parties.

(g) *Termination of Procedure.* The parties agree to participate in the ADR procedure to its conclusion (as designated by the neutral) and not to terminate negotiations concerning resolution of the matters in dispute until at least 10 days thereafter. Each party agrees not to commence a lawsuit or seek other remedies prior to the conclusion of the 10-day post-ADR negotiation period; provided, however, that either party may commence litigation within 30 days prior to the date after which the commencement of litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm, in which event, the parties agree (except as prohibited by court order) to nevertheless continue to participate in the ADR to its conclusion. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

(h) *Confidentiality.* The ADR procedure is a compromise negotiation for purposes of the Federal Rules of Evidence and state rules of evidence. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the ADR by either of the parties, their agent, employees, representatives or other invitees and by the neutral (who will be the parties' joint agent for purposes of these compromise negotiations) are confidential and shall, in addition and where appropriate, be deemed to be work product and privileged.



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1 of 14 R 71.00 D 0.00 GARFIELD COUNTY CO

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SRE 99-1
LIS _____

PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 14th day of May, 1999, between CHEVRON SHALE OIL COMPANY, a California corporation, hereinafter referred to as "GRANTOR" and TOM BROWN, INC., hereinafter referred to as "GRANTEE;"

WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property in the S/2 Section 21, Township 5 South, Range 97 West, 6th P.M., Garfield County, State of Colorado; and

WHEREAS, GRANTOR desires to grant and GRANTEE desires to acquire certain rights in a portion of said real property;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION ONE
GRANT OF EASEMENT**

GRANTOR hereby grants to GRANTEE, subject to the terms and conditions hereof, the following easement:

A. A right-of-way, ten (10) feet in width, for the sole purpose, either as a common or private carrier, of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing a three (3) inch O.D. pipeline (with valves, meters, fittings, appliances, and related facilities) for the transportation of natural gas and associated liquids and gases, over and through the land as shown on Exhibit "A" hereof, hereinafter referred to as the "Easement Area," in the County of Garfield, State of Colorado; together with the right to construct, maintain and operate, appurtenances and devices required for the installation, maintenance and use of the pipeline and all such appurtenances and devices, except as above limited, which will hereinafter be referred to as "facilities."

return: _____
TOM BROWN, INC.
355 SEVENTH STREET
SUITE 1857
DENVER, COLORADO 80202-3918

B. GRANTEE shall have the right of ingress and egress in, on, over, across and through said above-described land for any and all purposes necessary to the exercise by GRANTEE of the rights and easement granted herein.

C. GRANTOR excepts from the foregoing grant of easement all ores and minerals in, on or under the Easement Area, and reserves the right for itself or its assignees to explore for, mine, and remove the same, subject to the termination provisions of this agreement. This exception shall not negate or otherwise limit the rights granted to GRANTEE by GRANTOR under any oil and gas lease covering the lands in the Easement Area.

D. This easement is made subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement Area and GRANTOR further reserves the right to grant other easements to third parties to cross over or under this easement.

E. GRANTOR makes no warranties or representations concerning the title to said Easement Area.

**SECTION TWO
COVENANT THAT OPERATION OF EASEMENT
NOT INTERFERE WITH SERVIENT TENEMENT**

A. GRANTEE agrees to maintain and operate the easement herein granted in such manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment of the adjoining property owned by GRANTOR at the date of this agreement, including use for exploration, mining, oil and gas development, farming, ranching and land development on said adjoining property.

B. GRANTEE shall have no right to locate any permanent surface installation on any part of the Easement Area without the written approval of GRANTOR.

C. GRANTEE agrees to use its best efforts to remove top-soil from the Easement Area separately from other material removed by GRANTEE in the construction of any pipeline or other permitted structure, and to replace such topsoil in the Easement Area on completion of any such construction. GRANTEE further agrees to use its best efforts to insure that the Easement Area shall be left free of any large stones, holes, or piles of dirt which would interfere



with farming, ranching and/or other operations thereon. All stones, brush and debris uncovered on, removed from or deposited on GRANTOR's lands as the result of activities permitted hereunder shall be disposed of at GRANTOR's direction. Except as otherwise provided herein, all areas disturbed as the result of activities permitted hereunder shall be reseeded with seed mixes approved by GRANTOR or GRANTOR's agricultural lessees. Reseeded areas shall be properly mulched except in pastures and hay fields.

D. GRANTEE agrees to replace or rebuild, to the satisfaction of GRANTOR, any and all damaged parts of any road or any drainage or irrigation system that may be damaged by the construction of any pipeline or other permitted structure pursuant to this agreement. Upon completion of the pipeline construction activities permitted hereunder, GRANTEE shall grade all permanent roads on GRANTOR's lands which were used in connection with said construction activities.

E. GRANTEE shall have the right to cross fences on the adjoining property of GRANTOR whenever such crossing shall be reasonably necessary in the construction, maintenance or operation of any structures in the Easement Area. GRANTEE shall maintain a proper enclosure at all times and shall restore such fences to a condition equal to or better than their condition prior to such crossing as promptly as possible provided, however, that GRANTEE shall not be responsible for a lack of proper enclosure or for restoration of fencing if caused by someone other than GRANTEE or its agents, contractors, or representatives.

F. GRANTOR reserves the right to fence the whole or any part of the boundaries of the Easement Area, and the right to build fences crossing such easement.

G. GRANTEE shall bury its subsurface facilities to provide a minimum of thirty-six (36) inches between the top of the facilities and ground level except in those areas where rock is encountered that would otherwise require blasting, in which case, the facilities shall be buried a minimum of eighteen (18) inches below the ground surface.

H. Except as otherwise provided herein, GRANTEE shall properly backfill and compact disturbed ground, excavated pipeline trenches, and other excavations required for installation of its pipeline facilities. **Compaction of disturbed areas in hay fields and pastures shall be accomplished using hydro-compaction methods followed by replacement of topsoil, free of stones and other debris. GRANTEE shall repair damage to open irrigation and drainage ditches by using proper mechanical ditch channel compaction methods and by**

reestablishing pre-disturbance grades and flowlines. All culverts and buried irrigation system pipelines damaged by the activities permitted hereunder shall be replaced by GRANTEE.

I. GRANTEE shall have the ongoing responsibility of assuring that irrigation systems damaged by the activities permitted hereunder are restored to their proper operating condition and that areas of settling and slumping in GRANTOR's fields and pastures, caused by the activities permitted hereunder, are permanently restored to field grade.

J. Except as otherwise provided herein, GRANTEE shall maintain current as-built drawings for all of its surface and subsurface facilities located within the Easement Area and shall provide GRANTOR with copies of such drawings.

K. GRANTEE shall compensate GRANTOR's agricultural lessees for all damages to crops and other losses resulting from the construction, operation and maintenance of any pipeline or other permitted structures installed pursuant to this agreement. Such compensation shall be made pursuant to letter agreements between GRANTEE and such lessees.

L. GRANTEE shall take all necessary precautions, in conducting its activities under this agreement, to prevent brush and grass fires on GRANTOR's lands.

**SECTION THREE
TERM OF AGREEMENT**

This agreement shall be effective for a period beginning October 1, 1998 and shall continue so long as GRANTEE continues to use and maintain the facilities in the Easement Area, unless terminated or canceled prior thereto in the manner provided for herein.

**SECTION FOUR
USE OF EASEMENT AREA**

A. The construction, maintenance, use, and removal of the facilities, and all of GRANTEE's operations in and about the Easement Area, shall be performed and conducted in a careful, safe, and workmanlike manner, and in such manner as will not interfere with GRANTOR's and GRANTOR's lessees', licensees', and permittees' exploration, mining, oil and gas, farming, ranching, land development and/or other operations on other lands in the vicinity of the Easement Area. Prior to exercising any rights granted hereunder, GRANTEE shall give

written notice of construction to all persons holding any rights, licenses, permits or leases to use the surface of the Easement Area and lands used for access thereto.

B. All such construction, operation, maintenance, and removal of facilities in the Easement Area, pursuant to this agreement, shall be performed by or under the direction of GRANTEE, and GRANTEE shall not permit, unless otherwise authorized by GRANTOR, public easements, public facilities, or public roads over or under the Easement Area.

C. GRANTEE shall keep its facilities in good and safe condition and, after doing any work in connection with the construction, use, maintenance, or removal of any facilities, GRANTEE shall restore the surface of the Easement Area to as good a condition as existed prior to such work.

SECTION FIVE INDEMNIFICATION

GRANTEE agrees to protect, indemnify and hold GRANTOR and all of GRANTOR's affiliated and parent and subsidiary companies, joint venturers and partners, and all of the aforesaid entities' officers, directors, shareholders, employees, agents, invitees and insurers ("Indemnitees") harmless, from and against any and all liability, loss, damage, injury, costs (including attorney fees), expenses, fines, claims, demands and causes of action arising out of, or in any way connected with GRANTEE's activities or operations under this Agreement, for injury to or illness or death of any person (including but not limited to an Indemnitee or an employee or agent of GRANTEE or GRANTEE's subcontractors or any third party) or for loss of or damage to property (including but not limited to property of Indemnitees, GRANTEE, or any third party) or for violation of any federal, state or local laws, rules, regulations, and orders including but not limited to CERCLA and RCRA. This indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law.

SECTION SIX GRANTEE INSURANCE REQUIREMENT

GRANTEE hereby acknowledges that it is self insured.

**SECTION SEVEN
TAXES, LIENS AND ENCUMBRANCES**

GRANTEE agrees to pay promptly and before delinquency all taxes and assessments levied or assessed upon or against the Easement Area during the term hereof, by reason of, or resulting from the construction, maintenance or use of GRANTEE's facilities, and to reimburse GRANTOR for any increase in taxes paid by GRANTOR resulting from the value of such facilities, whether or not separately assessed. GRANTEE shall pay all taxes levied or assessed upon or against GRANTEE's facilities and operations on the Easement Area.

**SECTION EIGHT
TERMINATION**

A. GRANTEE may terminate this agreement at any time by written notice to GRANTOR. Upon such termination, all rights of GRANTEE in, upon and under the Easement Area shall cease, subject to the provisions herein concerning site reclamation and facility removal.

B. In the event of any default by GRANTEE in its obligations hereunder, GRANTOR may deliver to GRANTEE written notice specifying the default. If the default remains uncorrected for a period of thirty (30) days after delivery of the notice, this agreement shall then terminate, unless weather or other conditions beyond the control of GRANTEE require more than said thirty day period to correct the default. In such event, GRANTEE shall correct the default with due diligence.

C. Whenever GRANTOR determines in its sole judgment that GRANTEE's facilities or use will interfere with GRANTOR's existing or proposed operations, GRANTOR may so notify GRANTEE, by written notice describing the portions (or all) of the Easement Area as to which GRANTEE's continued use will so interfere. Whenever GRANTOR's existing or proposed operations in GRANTEE's sole judgment, will endanger GRANTEE's facilities in the Easement Area, GRANTEE may so notify GRANTOR by written notice describing the portions (or all) of the Easement Area in which GRANTEE's facilities will be endangered. In the event that such notice of interference is given by either party, GRANTEE shall relocate its facilities to prevent such interference to a location of GRANTOR's choice, reasonably amenable to conventional construction techniques, upon other lands owned or occupied or controlled by GRANTOR in the immediate vicinity. The expense of such relocation shall be borne solely by

GRANTEE: GRANTEE shall have six (6) months from the delivery of the notice of interference in which to complete any relocation hereunder. In the event of relocation to other lands of GRANTOR, all of the provisions of this agreement, including this paragraph, shall apply to the relocated Easement Area. Whenever the foregoing notice of interference is given by either party, this agreement shall terminate, as to all of the Easement Area described in the notice, on the date six (6) months after delivery of such notice.

D. If GRANTEE fails to begin construction of the pipeline under the Easement Area within twelve (12) months after the effective date of this agreement, GRANTOR may terminate this agreement upon written notice to GRANTEE.

E. If, at any time after GRANTEE begins or completes construction of the pipeline, the Easement Area or any part thereof is no longer used for the pipeline or facilities, GRANTOR may terminate this agreement as to those parts of the Easement Area no longer used as above, by written notice to GRANTEE.

F. Upon any termination of this agreement as to all or any part of the Easement Area, and unless otherwise approved by GRANTOR, GRANTEE shall dig up and remove its pipeline and associated facilities. GRANTEE shall have a period of six (6) months from and after the effective date of termination in which to remove all of its facilities from the Easement Area or from the part thereof as to which the termination applies, provided, however, that in the event of any relocation of facilities as provided above, the removal provision of C. above shall apply. Upon such removal, GRANTEE shall place the Easement Area in a neat, safe and orderly condition.

G. Upon termination of the rights herein given, GRANTEE, upon request by GRANTOR, shall execute and deliver to GRANTOR, within thirty (30) days after written demand therefor, a good and sufficient quit claim deed to all interest of GRANTEE so terminated. Should GRANTEE fail or refuse to deliver to GRANTOR such quit claim deed, a written notice by GRANTOR reciting the failure or refusal of GRANTEE to execute and deliver said quit claim deed, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against GRANTEE and all persons claiming under GRANTEE of the termination of this agreement or a portion thereof and all interest of GRANTEE hereunder as to that portion, subject to GRANTEE's obligation to remove its property within six (6) months of such termination.



H. Termination shall not operate to extinguish any obligations of GRANTEE which have accrued at the time of termination, or which accrue hereunder upon termination.

**SECTION NINE
TRANSFER OF INTEREST**

The rights granted to GRANTEE under this agreement shall not be assigned or otherwise transferred without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld. Subject to the foregoing, all of the terms, covenants, and conditions of this agreement shall be binding upon the successors and assigns of the parties.

**SECTION TEN
WAIVER CLAUSE**

The failure of any party to enforce, at any time, any of the provisions of this agreement, or to exercise any option which is herein provided, or to require at any time, performance by another party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this agreement or any part thereof, or the right of a party to thereafter enforce each and every such provision.

**SECTION ELEVEN
APPLICABLE LAW**

This agreement and exhibits hereto shall be governed as to validity, enforcement, construction, effect, and in all other respects, by the law of the State of Colorado, and its courts shall have jurisdiction to enforce this agreement.

**SECTION TWELVE
ATTORNEYS' FEES**

In the event of a default by any party in the performance of its duties, the court with the proper jurisdiction to resolve the dispute shall award reasonable attorney fees and costs to the successful party, or in such other manner as the court sees fit.



**SECTION THIRTEEN
ALTERNATIVE DISPUTE RESOLUTION**

The parties hereto agree to utilize the Alternative Dispute Resolution process established in Exhibit "B" attached hereto prior to commencing litigation regarding any dispute between such parties arising under the terms of this agreement.

**SECTION FOURTEEN
SECTION HEADINGS**

The headings to all sections in this agreement and all exhibits hereto shall not form a part of this agreement or exhibits, but shall be regarded as having been used for the convenience of reference only.

**SECTION FIFTEEN
NOTICES**

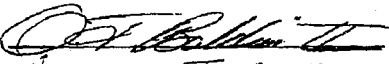
Any notice required or permitted under this agreement shall be given in writing. The notice shall be served either personally or by registered or certified mail with return receipt requested. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth below or such substitute address or addresses as provided to the parties to this agreement thirty (30) days in advance of any notice. Present addresses to which notices shall be sent in accordance with the provisions of this section are:

GRANTOR: CHEVRON SHALE OIL COMPANY
P.O. Box 6518
Englewood, CO 80155-6518

GRANTEE: TOM BROWN, INC.
555 17TH Street, Suite 1850
Denver, CO 80202

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


CHEVRON SHALE OIL COMPANY

By: 
ASSISTANT SECRETARY

ATTEST:

TOM BROWN, INC.

By: 
Richard B. Porter
Attorney-in-Fact

7.9. 

County of Garfield

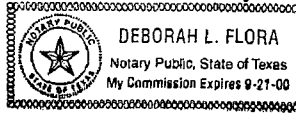
State of Colorado

The foregoing instrument was acknowledged before me by Deborah L. Flora as Asst. Secy. of Chevron Shale Oil Co on this 10th day of May, 1999

Witness my hand and official seal.

Deborah L. Flora
Notary Public

My Commission Expires _____



County of Lincoln

State of Colorado

The foregoing instrument was acknowledged before me by Richard P. Hirsch as Attorney-in-Fact of Tom Lewis, Inc. on this 4th day of May, 1999

Witness my hand and official seal.

Phyllis Malisheski
Notary Public

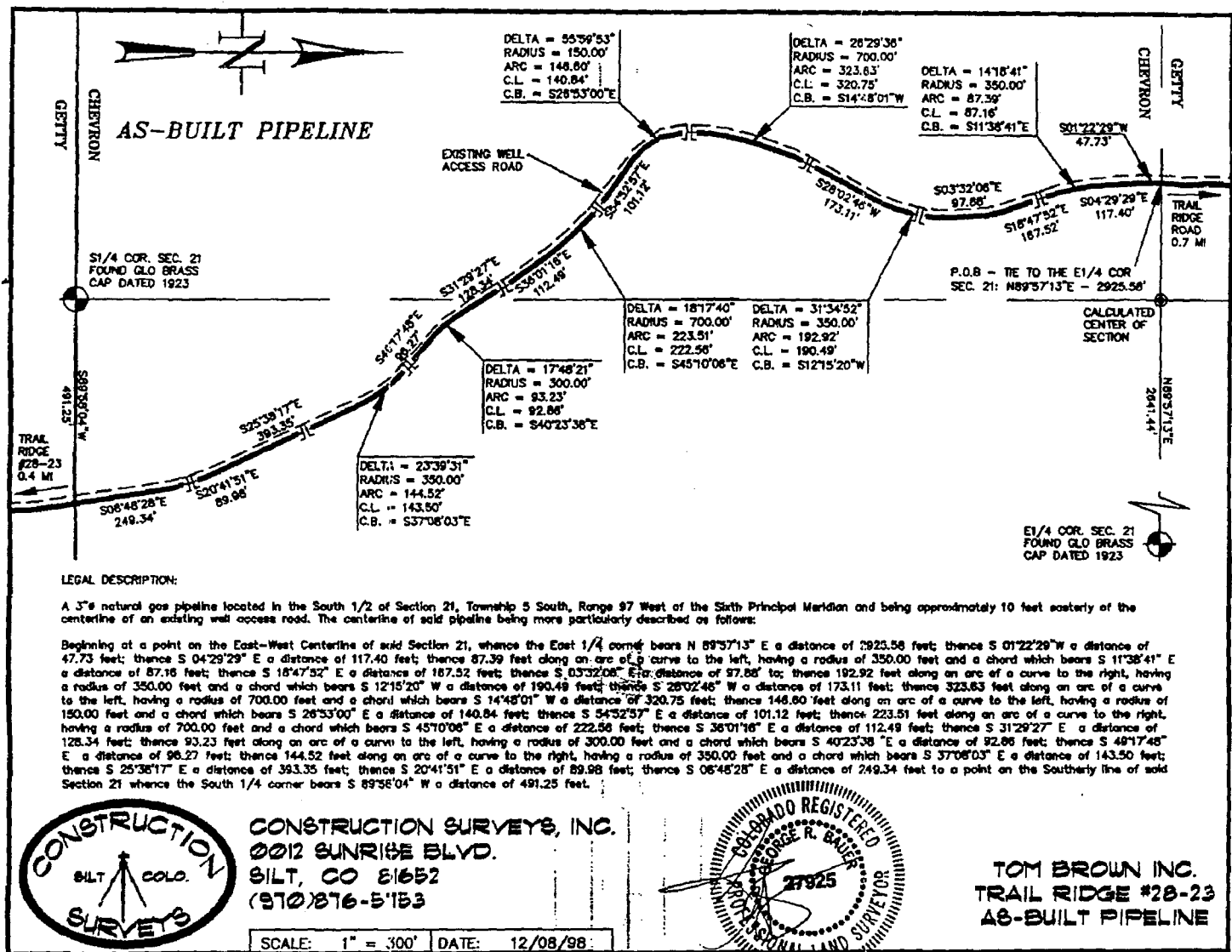
My Commission Expires 12-6-99



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 12 of 14 R 71.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT "A"

Attached to that certain Pipeline Easement Agreement
 Between Chevron Shale Oil Company and Tom Brown, Inc. Effective October 1, 1998



LEGAL DESCRIPTION:

A 3" natural gas pipeline located in the South 1/2 of Section 21, Township 5 South, Range 97 West of the Sixth Principal Meridian and being approximately 10 feet easterly of the centerline of an existing well access road. The centerline of said pipeline being more particularly described as follows:

Beginning at a point on the East-West Centerline of said Section 21, whence the East 1/4 corner bears N 89°57'13" E a distance of 2925.56 feet; thence S 01°22'29" W a distance of 47.73 feet; thence S 04°29'29" E a distance of 117.40 feet; thence 87.39 feet along an arc of a curve to the left, having a radius of 350.00 feet and a chord which bears S 11°38'41" E a distance of 87.16 feet; thence S 18°47'52" E a distance of 187.52 feet; thence S 03°32'08" E a distance of 97.86 feet; thence 192.92 feet along an arc of a curve to the right, having a radius of 350.00 feet and a chord which bears S 12°15'20" W a distance of 190.49 feet; thence S 28°02'48" W a distance of 173.11 feet; thence 323.63 feet along an arc of a curve to the left, having a radius of 700.00 feet and a chord which bears S 14°48'01" W a distance of 320.75 feet; thence 148.80 feet along an arc of a curve to the left, having a radius of 150.00 feet and a chord which bears S 28°53'00" E a distance of 140.84 feet; thence S 54°52'57" E a distance of 101.12 feet; thence 223.51 feet along an arc of a curve to the right, having a radius of 700.00 feet and a chord which bears S 45°10'06" E a distance of 222.56 feet; thence S 36°01'18" E a distance of 112.48 feet; thence S 31°29'27" E a distance of 128.34 feet; thence 93.23 feet along an arc of a curve to the left, having a radius of 300.00 feet and a chord which bears S 40°23'38" E a distance of 92.86 feet; thence S 48°17'48" E a distance of 96.27 feet; thence 144.52 feet along an arc of a curve to the right, having a radius of 350.00 feet and a chord which bears S 37°08'03" E a distance of 143.50 feet; thence S 25°38'17" E a distance of 393.35 feet; thence S 20°41'51" E a distance of 89.98 feet; thence S 06°48'28" E a distance of 249.34 feet to a point on the Southerly line of said Section 21 whence the South 1/4 corner bears S 89°58'04" W a distance of 491.25 feet.



CONSTRUCTION SURVEYS, INC.
 0012 SUNRISE BLVD.
 SILT, CO 81652
 (970)876-5153

SCALE: 1" = 300' DATE: 12/08/98



TOM BROWN INC.
 TRAIL RIDGE #28-23
 AS-BUILT PIPELINE

EXHIBIT "B"

**Attached to that certain Pipeline Easement Agreement
between Chevron Shale Oil Company and Tom Brown, Inc.
effective October 1, 1998**

ALTERNATIVE DISPUTE RESOLUTION PROCESS

(a) *Agreement to Use Procedure.* In the event of a dispute between the parties arising out of or related to this agreement, the parties agree to utilize the procedures specified in this exhibit unless otherwise modified by written agreement of the parties at the time the dispute arises.

(b) *Initiation of Procedure.* A party seeking to initiate the procedure shall give written notice to the other party, describing briefly the nature of the dispute and its claim and identifying an individual with authority to settle the dispute on its behalf. The party receiving such notice shall have 10 days within which to designate, in a written notice given to the initiating party, an individual with authority to settle the dispute on its behalf.

(c) *Unassisted Settlement.* The authorized individuals shall make such investigation as they deem appropriate and thereafter promptly (but in no event later than 60 days from the date of the initiating party's notice) shall commence discussions concerning resolution of the dispute. If the dispute has not been resolved within 30 days from the commencement of discussions (such 30th day being the "submission date"), it shall be submitted to alternative dispute resolution ("ADR") in accordance with the following procedure.

(d) *Selection of Neutral.* The parties shall have 10 days from the submission date to jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If no neutral has been selected within such time, the parties agree jointly to request the Center for Public Resources to appoint a neutral with qualifications as specified by the parties. The fees of the neutral shall be shared equally by the parties.

(e) *Time and Place for ADR.* In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("the procedure") by which they will attempt to resolve the dispute, and a time and place for the procedure to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 30 days after initial consultation with the neutral.

EXHIBIT "B"
(continued)

(f) **Conduct of ADR.** The neutral is authorized to conduct both joint meetings and separate private caucuses with the parties. The neutral will keep confidential all information learned in private caucus with either party unless specifically authorized by such party to make disclosure of the information to the other party. The neutral (i) shall, unless requested not to do so by both parties, provide his non-binding opinion to both parties on the probable outcome should the matter be litigated, and (ii) shall, if requested to do so by both parties, make one or more recommendations as to the terms of a possible settlement, upon any conditions imposed by the parties.

(g) **Termination of Procedure.** The parties agree to participate in the ADR procedure to its conclusion (as designated by the neutral) and not to terminate negotiations concerning resolution of the matters in dispute until at least 10 days thereafter. Each party agrees not to commence a lawsuit or seek other remedies prior to the conclusion of the 10-day post-ADR negotiation period; provided, however, that either party may commence litigation within 30 days prior to the date after which the commencement of litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm, in which event, the parties agree (except as prohibited by court order) to nevertheless continue to participate in the ADR to its conclusion. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

(h) **Confidentiality.** The ADR procedure is a compromise negotiation for purposes of the Federal Rules of Evidence and state rules of evidence. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the ADR by either of the parties, their agent, employees, representatives or other invitees and by the neutral (who will be the parties' joint agent for purposes of these compromise negotiations) are confidential and shall, in addition and where appropriate, be deemed to be work product and privileged.

MEMORANDUM OF AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, Colorado Timber and Land Company, a Registered Limited Liability Limited Partnership (BUYER), whose address is 129 West 4th Street, Rifle, CO 81650, and Chevron Shale Oil Company (SELLER), whose address is P.O. Box 6518, Englewood, CO 80155-6518, have entered into an agreement, effective the 12th day of July, 1999, whereby BUYER will buy and harvest and SELLER will sell merchantable Douglas Fir timber on certain of SELLER's lands in Garfield County, Colorado under the terms and conditions set forth in said Agreement, which lands are described in Exhibit "A" hereto.

For further information regarding the rights and obligations of the parties and the terms and conditions of said Agreement, contact the parties at their addresses above set forth.

IN WITNESS HEREOF, the parties have executed this Memorandum of Agreement this 26 day of August ~~July~~ ¹⁹⁹⁹, 1999.

COLORADO TIMBER AND LAND COMPANY, RLLLP

By *Henneth Roberts*
General Partner

CHEVRON SHALE OIL COMPANY

By *Chris Baldwin*
Assistant Secretary

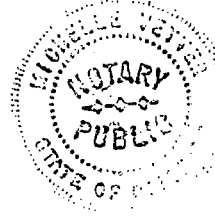
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STATE OF COLORADO)

COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 26th day of July,
1999 by Kenneth Roberts as General Partner of
Colorado Timber and Land Company, RLLLP.

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 26, 2000
Michelle Vetter Notary Public

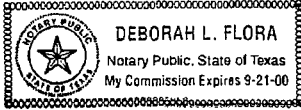


STATE OF Texas)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 19 day of July,
1999 by OF Balmora II as Asst. Secy. of
Chevron Shale Oil Company.

My Commission Expires: Deborah L. Flora Notary Public



Doug Fir

EXHIBIT 'A'
To Agreement Effective the 26 day of ^{July} ~~June~~ 1999

Chevron Clear Creek Properties

Note: The term "escarpment" as used in this description, refers to a geologic formation commonly referred to in the description of oil shale formations in the area of Garfield County, Colorado.

Tp. 5 S., Rg. 97 W., 6th P. M.
Section 22: S/2
Section 21: S/2
Section 27: All
Section 28: SW/4

Tp. 5 S. Rg. 99 W., 6th P. M.
Section 25: Lot 1
Section 36: Lot 1

Tp. 5 S., Rg. 98 W., 6th P. M.
Section 30: Lots 6, 7, 8, 9, 10, 11, SW/4SE/4
Section 31: Lots 7, 9, 10, 11, 12, 15, 17, 18, 19 and 20

All of Resurvey Tracts 40 (in Sec. 30, 5-98 and Sec. 25, 5-99), 41 (in Sec. 30 & 31, 5-98), 42 (in Sec. 31 5-98), 87 (in Sec. 23, 24, 25 & 26, 5-99), 89 (in Sec. 24 & 25, 5-99), 90 (in Sec. 25, 5-99) and 91 (in Sec. 25 & 26, 5-99),

and those parts of Resurvey Tracts 92, 93, 95, 96, 97 and 98 lying below the escarpment

AND

Resurvey Tract 45 lying in Section 31 of Tp. 5 S., Rg. 98 W., Section 36 of Tp. 5 S., Rg. 99 W., and Section 4 of Tp. 6 S., Rg. 99 W.,

Tp. 5 S., Rg. 98 W., 6th P. M.
Section 13: Lots 1, 2 and 9, S/2N/2

Tp. 6 S., Rg. 98 W., 6th P. M.
Westerly portion of Tract 98, lying Southerly of Tract 97,
Sub-Tracts A, B, C, D, E, F, G, H, I, J, L, M, N, O, P, Q, R, S, W, X, Y, Z, AA, and BB
of Tract 77,
All of Resurvey Tracts 41, 42, 43, 75, 76, 78, 79, 80, 81, 83, 84 and 109
Westerly Part of Tract 96,



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4 of 5 R 25.00 D 0.00 GARFIELD COUNTY CO

Tp. 6 S. Rg. 98 W., 6th P. M., con't.

All of Resurvey Tracts 97D, 112, 113, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, and 131, Sub-Tract A of Tract 132, Sub-Tract A of Tract 133 and Sub-Tract A of Tract 134

Tp. 5 S., Rg. 98 W., 6th P. M.

All of Tracts 82, 83, 84, 85, 86, 87, 88, 90, 91, 92, 93, 110, 111, 112, 113 and 114

All those parts of Tracts 47, 51, 52, 56, 60, 62, 66, 67, 74, 75, 76, 77, 79, 80, 81, and 94 lying below the escarpment

Tract 57, excluding those portions in Section 18, Tp. 5 S., Rg. 98 W., lying above the escarpment

Section 5: All that part of SW/4 lying below the escarpment

Section 6: All that part of Lot 25 lying below the escarpment

Section 7: All those parts of Lots 12, 14 and SE/4NE/4 lying below the escarpment and all of Lot 13

Section 8: All those parts of said section lying below the escarpment

Section 17: All those parts of Lots 1 and 6 lying below the escarpment and all of Lots 3, 4, 5 and 7

Chevron Logan Wash and Parachute Creek Properties

Tp. 6 S., Rg. 96 W., 6th P. M.

Section 4: All those parts of Lots 1, 5 and 11 and of S/2NW/4 and NW/4SW/4 lying Westerly of the center of Parachute Creek,

Excluding therefrom a parcel of land described as follows:

Starting at the NW corner of the SW/4 of Section 4, T. 6 S., Rg. 96 W. (This corner is located on the south side of a gulch) running down the gulch south of east 582 feet to the creek; from thence down the creek, west of south 207 feet; from thence, west 336 feet; from thence, north 363 feet. (Said excepted parcel containing about 4.25 acres and is also known as the Granlee School Tract.)

Section 5: Lots 1 through 12, 14, 15, 16, 17, 18, 19, 21 and 23

Section 6 Lots 1 through 18, SW/4, W/SE/4 (All)

Section 7: Lots 1, 2, 3 and 4, W/2NE/4, NW/4, SW/4, W/2SE/4 (All)

Section 8: Lots 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15, S/2SW/4, NW/4SW/4, SE/4SE/4

Section 17: Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 17, NE/4NE/4, E/2SE/4

Section 18: Lots 1, 2, 3 and 4, W/2NE/4, NW/4, SW/4, W/2SE/4 (All)

Section 20: Lots 1, 2, 3, 6 and 7, NE/4, NW/4NW/4, S/2NW/4, E/2SW/4

Section 21: Lots 1, 2, 3 and 4

Section 29: Lots 3 and 4, W/2NE/4, NE/4NW/4

Tp. 5 S., Rg. 96 W., 6th P. M.

Section 19: Lots 1, 2, 3, and 4, E/2 (All)

Section 20: All

Section 29: N/2, N/2S/2

Section 30: Lots 1, 2, 3 and 4, E/2 (All)

Section 31: Lots 1, 2, 3 and 4, E/2 (All)

Section 32: SW/4SW/4, SE/4NE/4

Section 33: S/2NE/4, S/2NW/4, SE/4, West 32 rods of NW/4NW/4

Section 34: SE/4

Section 35: S/2

Section 36: SW/4, and all that part of the S/2SE/4 lying Westerly of Parachute Creek

Tp. 7 S., Rg. 96 W., 6th P. M.

Section 5: N/2 and SW/4

Tp. 6 S., Rg. 97 W., 6th P. M.

Section 1: Lots 13 and 14, S/2

Section 12: All

Section 13: All

PIPELINE EASEMENT AGREEMENT

THIS PIPELINE EASEMENT AGREEMENT, made this 20th day of December, 2003, between Chevron U.S.A. Inc, a Pennsylvania corporation, with offices at 11111 S. Wilcrest Dr., Houston, Texas 77099, hereinafter referred to as "GRANTOR" and EnCana Oil & Gas (USA) Inc., a Delaware corporation, with offices at 950 17th Street, Suite 2600, Denver, CO 80202, hereinafter referred to as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property in Garfield County, State of Colorado; and

WHEREAS, GRANTOR desires to grant and GRANTEE desires to acquire certain rights in a portion of said real property;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** GRANTOR hereby grants to GRANTEE, subject to the terms and conditions hereof, the following easement:

A. A pipeline right-of-way in certain parcels situated commencing in SE/4 of Section 16, T5S-R97W, of the 6th P.M., continuing through Section 22 and terminating at GRANTEE's Trail Ridge Compressor Station in SW/4 of Section 23 T5S-R97W of the 6th P.M. and is more particularly described in the Exhibit "A" attached to this Agreement. This right-of-way is 20 feet in width, the centerline of said right-of-way being situated directly over the pipelines as further detailed in Exhibit "A", for the sole purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing a twelve inch (12") pipeline (with valves, meters, fittings, appliances, and related facilities), for the transportation of natural gas and associated liquids and gases, and a pipeline to transport water, both hereinafter referred to as "the pipelines", over and through the land described in Exhibit "A" hereof, hereinafter referred to as the "Easement Area," in the County of Garfield, State of Colorado, together with the right to construct, maintain and operate appurtenances and devices required for the installation, maintenance and use of the pipelines and all such appurtenances and devices (the "facilities" or "associated facilities"). During the period of pipeline construction, Grantee shall have the right to use an additional strip of land thirty (30') feet in width along and on either side of the easement and right of way described in this paragraph, except where Grantee's activities will interfere with irrigation ditches, streams or creeks.

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2 of 9 R 46.00 D 0.00 GARFIELD COUNTY CO

B. GRANTEE shall have the right of ingress and egress in, on, over, across and through the Easement Area for any and all purposes necessary to the exercise by GRANTEE of the rights and right-of-ways granted herein.

C. GRANTOR reserves the right for itself or its assignees to explore for, mine, and remove oil shale, oil and gas, ores and other minerals in, on or under the Easement Area.

D. This Agreement is made subject to all existing easements, rights-of-way, licenses, leases and other agreements affecting the surface or subsurface of the Easement Area and GRANTOR further reserves the right to grant other easements to third parties to cross over or under this easement and right-of ways. GRANTEE is responsible for obtaining any necessary third party consents prior to conducting activities on the Easement Area pursuant to this Agreement.

E. GRANTOR makes no warranties or representations concerning the title to the Easement Area.

2. COVENANT THAT OPERATION OF EASEMENT NOT INTERFERE WITH SERVIENT TENEMENT.

A. GRANTEE agrees to maintain and operate the easement herein granted in such manner that the operation thereof will in no way hinder or prevent the use and enjoyment of GRANTOR's adjoining property, including use thereof for exploration, mining, oil shale development, oil and gas development, farming, ranching and land development.

B. GRANTEE shall have no right to locate any permanent surface installation on any part of the Easement Area without the written approval of GRANTOR.

C. GRANTEE agrees to remove top-soil from the Easement Area separately from other material removed by GRANTEE in connection with its activities on the Easement Area, and to replace such topsoil on completion of any such activity. GRANTEE further agrees to insure that the Easement Area shall be left free of any large stones, holes, or piles of dirt which would interfere with farming, ranching and/or other operations thereon. All stones, brush and debris uncovered on, removed from or deposited on GRANTOR's lands as the result of activities permitted hereunder shall be disposed of at GRANTOR's direction. Except as otherwise provided herein, all areas disturbed as the result of activities permitted hereunder shall be reseeded with seed mixes approved by GRANTOR or GRANTOR's agricultural lessee(s). Reseeded areas shall be properly mulched except in pastures and hay fields.

D. GRANTEE agrees to replace or rebuild, to the satisfaction of GRANTOR, any and all parts of any road or any drainage or irrigation system or other improvement that may be damaged in connection with GRANTEE's activities conducted pursuant to this Agreement. Upon completion of any pipeline construction, replacement, substitution, relocation, or removal activities permitted hereunder, GRANTEE shall grade all permanent roads on GRANTOR's lands which were used in connection with said activities.



E. GRANTEE shall have the right to cross fences on the adjoining property of GRANTOR whenever such crossing shall be reasonably necessary in conducting activities permitted under this Agreement. GRANTEE shall maintain a proper enclosure at all times and shall restore such fences to a condition equal to or better than their condition prior to such crossing as promptly as possible provided, however, that GRANTEE shall not be responsible for a lack of proper enclosure or for restoration of fencing if caused by someone other than GRANTEE, its employees, agents, contractors, subcontractors, or invitees.

F. GRANTOR reserves the right to fence the whole or any part of the boundaries of the right-of-way, and the right to build fences crossing such easement.

G. GRANTEE shall bury its pipelines and subsurface facilities to provide a minimum of thirty-six (36) inches between the top of the pipeline and facilities and the ground level except in those areas where rock is encountered that would otherwise require blasting, in which case, the facilities shall be buried a minimum of eighteen (18) inches below the ground surface.

H. Except as otherwise provided herein, GRANTEE shall properly backfill and compact disturbed ground, excavated pipeline trenches, and other excavations in connection with its activities on the Easement Area. Compaction of disturbed areas in hay fields and pastures shall be accomplished using hydro-compaction methods followed by replacement of topsoil, free of stones and other debris. Immediately upon completion of any activity performed under this Agreement, GRANTEE shall repair damage to open irrigation and drainage ditches by using proper mechanical ditch channel compaction methods and by reestablishing pre-disturbance grades and flowlines. All culverts and buried irrigation system pipelines damaged by the activities permitted hereunder shall be replaced by GRANTEE immediately upon completion of the activity.

I. GRANTEE shall have the ongoing responsibility of assuring that irrigation systems damaged by the activities permitted hereunder are restored to their proper operating condition and that areas of settling and slumping in GRANTOR's fields and pastures, caused by the activities permitted hereunder, are permanently restored to field grade.

J. Except as otherwise provided herein, GRANTEE shall maintain current as-built drawings for the pipeline and all of its surface and subsurface facilities located within the Easement Area and shall provide GRANTOR with copies of such drawings.

K. GRANTEE shall compensate GRANTOR's agricultural lessee(s) for all damages to crops and other damages and losses suffered by such lessee(s) in connection with the activities permitted pursuant to this Agreement.

L. GRANTEE shall take all necessary precautions, in conducting its activities under this Agreement, to prevent brush and grass fires.

3. TERM OF AGREEMENT. This Agreement shall be effective for a period beginning December 20, 2003 and shall continue so long as GRANTEE continues to use and maintain the pipelines and associated facilities in the Easement Area without interruption for more than one

hundred eighty (180) consecutive days, unless terminated or canceled prior thereto in the manner provided for herein.

4. PAYMENTS. GRANTEE shall pay to GRANTOR an annual payment in the amount of two thousand (\$2000.00) dollars on or before the anniversary date of this Agreement at the address first set forth below in this Section 4.

All payments to Lessor hereunder shall be made by Lessee's check, mailed postage prepaid, to Lessor, or to Lessor's credit at ChevronTexaco Shale Oil Company P.O. Box 840659, Dallas, TX 75284-0659, which bank and its successors shall continue as the depository for payments hereunder regardless of changes in ownership of the Leased Premises. Said payment shall reference this Agreement LIS 692882.

5. USE OF EASEMENT AREA.

A. All activities permitted under this Agreement shall be performed and conducted in a careful, safe, and workmanlike manner, and in such manner as will not interfere with GRANTOR's and GRANTOR's lessees', licensees', and permittees' exploration, mining, oil shale, oil and gas, farming, ranching, land development and/or other operations on other lands in the vicinity of the Easement Area. Prior to exercising any rights granted hereunder, GRANTEE shall give written notice of GRANTEE's planned construction activities to all persons holding any rights, licenses, permits, easements or leases to use the surface of the Easement Area and lands used for access thereto.

B. All activities permitted pursuant to this Agreement shall be performed by or under the direction of GRANTEE, and GRANTEE shall not permit, unless otherwise authorized by GRANTOR, public easements, public facilities, or public roads over or under the Easement Area.

C. GRANTEE shall keep the pipeline and associated facilities in a good and safe condition and, after doing any work which disturbs the surface of the Easement Area, GRANTEE shall restore the surface of the Easement Area to as good a condition as existed prior to such work.

D. Notwithstanding that GRANTEE may have obtained GRANTOR's approval under this Agreement to make various uses of the Easement Area, GRANTEE's operations shall be subordinate to GRANTOR's right to conduct shale oil operations on the Easement Area at any time in the future. If GRANTOR determines in its reasonable discretion that GRANTEE's operations will interfere with GRANTOR's shale oil operations, GRANTEE agrees to change, cease or relocate its operations in order to eliminate the interference. Costs incurred prior to January 1, 2018 in connection with the relocation of GRANTEE's pipelines, valve terminals, gathering systems and other related facilities in order to eliminate interference shall be borne by GRANTOR. Effective January 1, 2018 and thereafter, GRANTEE agrees to change, cease or relocate its operations at its sole risk and cost, in order to eliminate any interference and GRANTOR shall have no obligation to compensate GRANTEE for lost production or for the costs and expenses of relocating or ceasing operations resulting from such elimination of interference.

6. **INDEMNIFICATION.** GRANTEE agrees to protect, indemnify and hold GRANTOR and all of GRANTOR's affiliated and parent and subsidiary companies, joint venturers and partners, and all of the aforesaid entities' officers, directors, shareholders, employees, agents, invitees and insurers ("Indemnitees") harmless, from and against any and all liability, loss, damage, injury, costs (including attorney fees), expenses, fines, claims, demands and causes of action arising out of, or in any way connected with GRANTEE's activities or operations under this Agreement, for injury to or illness or death of any person (including but not limited to an Indemnitee or an employee or agent of GRANTEE or GRANTEE's contractors or subcontractors or any third party) or for loss of or damage to property (including but not limited to property of Indemnitees, GRANTEE, GRANTEE's contractors or subcontractors or any third party) or for violation of any federal, state or local laws, rules, regulations, and orders including but not limited to CERCLA and RCRA. **SUCH INDEMNITY SHALL APPLY EVEN IN THE EVENT OF AN INDEMNITEE'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE, COMPARATIVE, CONTRIBUTORY, CONCURRENT, ACTIVE, OR PASSIVE, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON ONE OR MORE OF THE INDEMNITEES.** This indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law.

7. **GRANTEE INSURANCE REQUIREMENT.** Without in any way limiting GRANTEE's liability under this Agreement, GRANTEE shall maintain, during the term of this Agreement, the following insurance with companies and on terms satisfactory to GRANTOR:

A. Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law. The limit of liability for Employers' Liability Insurance shall not be less than \$1,000,000 per occurrence.

B. Comprehensive or Commercial General Liability Insurance (Bodily Injury and Property Damage), including the following supplementary coverages: Contractual Liability to cover liability assumed by GRANTEE under this Agreement; Product and Completed Operations Liability Insurance; Broad Form Property Damage Liability Insurance; and coverage for Explosion, Collapse and Underground Hazards. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.

C. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000 per person/ \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

The insurance specified in this Section Seven shall contain a waiver of subrogation against GRANTOR, and shall name GRANTOR as an additional insured with respect to the activities performed pursuant to this Agreement. In addition, said insurance shall include a requirement that

the insurer provide GRANTOR with 30-days' written notice prior to the effective date of any cancellation or material change of the insurance.

PRIOR TO EXECUTING THIS AGREEMENT, GRANTEE WILL FURNISH GRANTOR WITH COPIES OF THE INSURANCE POLICIES PROVIDING THE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN.

Any such insurance policies or certificates of insurance provided to Lessor shall reference this Agreement LIS 692882.

8. TAXES, LIENS AND ENCUMBRANCES. GRANTEE agrees to pay promptly and before delinquency all taxes and assessments levied or assessed upon or against the Easement Area during the term hereof, by reason of, or resulting from GRANTEE's activities under this Agreement in relation to the pipeline and associated facilities, and to reimburse GRANTOR for any increase in taxes paid by GRANTOR resulting from the value of such pipeline and associated facilities, whether or not separately assessed. GRANTEE shall pay all taxes levied or assessed upon or against GRANTEE's pipeline and associated facilities and operations on the Easement Area.

9. TERMINATION.

A. In the event of any default by GRANTEE in its obligations hereunder, GRANTOR may deliver to GRANTEE written notice specifying the default. If the default remains uncorrected for a period of thirty (30) days after delivery of the notice, this Agreement shall then terminate subject to the provisions herein concerning site reclamation and facility removal and subject to liabilities accrued prior to termination.

B. If, at any time after GRANTEE begins construction of the pipeline, GRANTEE fails to use the Easement Area or any part thereof for the purposes provided hereunder for more than one hundred eighty (180) consecutive days, GRANTOR may terminate this Agreement as to those parts of the Easement Area no longer used as above, by written notice to GRANTEE, subject to the provisions herein concerning site reclamation and facility removal and subject to liabilities accrued prior to termination.

C. Upon any termination of this Agreement as to all or any part of the Easement Area, and unless otherwise approved by GRANTOR, GRANTEE shall dig up and remove its pipeline and associated facilities. GRANTEE shall have a period of six (6) months from and after the effective date of termination in which to remove the pipeline and all of its associated facilities from the Easement Area or from the part thereof as to which the termination applies. Upon such removal, GRANTEE shall place the Easement Area in a neat, safe and orderly condition.

D. Upon termination of the rights herein given, GRANTEE shall execute and deliver to GRANTOR, within thirty (30) days after written demand therefor, a good and sufficient quit claim deed to all interest of GRANTEE in the Easement Area so terminated. Should GRANTEE fail or refuse to deliver to GRANTOR such quit claim deed, or if GRANTOR after a good faith effort to locate GRANTEE is unable to locate GRANTEE, then a written notice by GRANTOR,

duly recorded, reciting the failure or refusal of GRANTEE to execute and deliver said quit claim deed, or inability to locate GRANTEE, as herein provided, shall after ten (10) days from the date of recordation of said notice, be conclusive evidence against GRANTEE and all persons claiming under GRANTEE of the termination of this Agreement or a portion thereof and all interest of GRANTEE hereunder as to that portion, subject to GRANTEE's obligation to remove its property within six (6) months of such termination.

E. Termination shall not operate to extinguish any obligations of GRANTEE which have accrued at the time of termination, or which accrue hereunder upon termination.

10. TRANSFER OF INTEREST. The rights granted to GRANTEE under this Agreement shall not be assigned or otherwise transferred without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld. Subject to the foregoing, all of the terms, covenants, and conditions of this Agreement shall be binding upon the successors and assigns of the parties.

11. WAIVER CLAUSE. The failure of either party to enforce, at any time, any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time, performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of a party to thereafter enforce each and every such provision.

12. APPLICABLE LAW. This Agreement and the exhibits hereto shall be governed as to validity, enforcement, construction, effect, and in all other respects, by the law of the State of Colorado, and its courts shall have jurisdiction to enforce this Agreement.

13. ATTORNEYS' FEES. In the event of a default by either party in the performance of its duties, the court with the proper jurisdiction to resolve the dispute shall award reasonable attorney fees and costs to the successful party, or in such other manner as the court deems appropriate.

14. NOTICES. Any notices required or permitted under this Agreement shall be given in writing. The notice shall be served either personally or by registered or certified mail with return receipt requested. Service shall be effective when received. All notices hereunder shall be directed to the addresses set forth below or such substitute address or addresses as provided to the parties at least thirty (30) days in advance of any notice. Present addresses to which notices shall be sent in accordance with the provisions of this section are:

GRANTOR: ChevronTexaco Shale Oil Company
Attn: J.T. Schmid, Jr., Manager, Shale Oil Development
11111 S. Wilcrest Dr.
Houston, TX 77099

GRANTEE: EnCana Oil & Gas (USA) Inc.
Attn: Connie Heath, Land Negotiator
950 17th Street, Suite 2600
Denver, CO 80202

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

Chevron U.S.A. Inc.

EnCana Oil & Gas (USA) Inc.

By: [Signature]
Name: O. F. Baldwin II
Its: Attorney-in-Fact

By: [Signature]
Name: Eric D. Marsh
Its: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 7th day of January, 2004
by O. F. Baldwin II as Attorney-in-Fact for Chevron U.S.A. Inc.

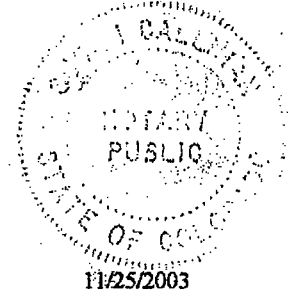
My Commission Expires: 9-30-04
Notary Public [Signature]



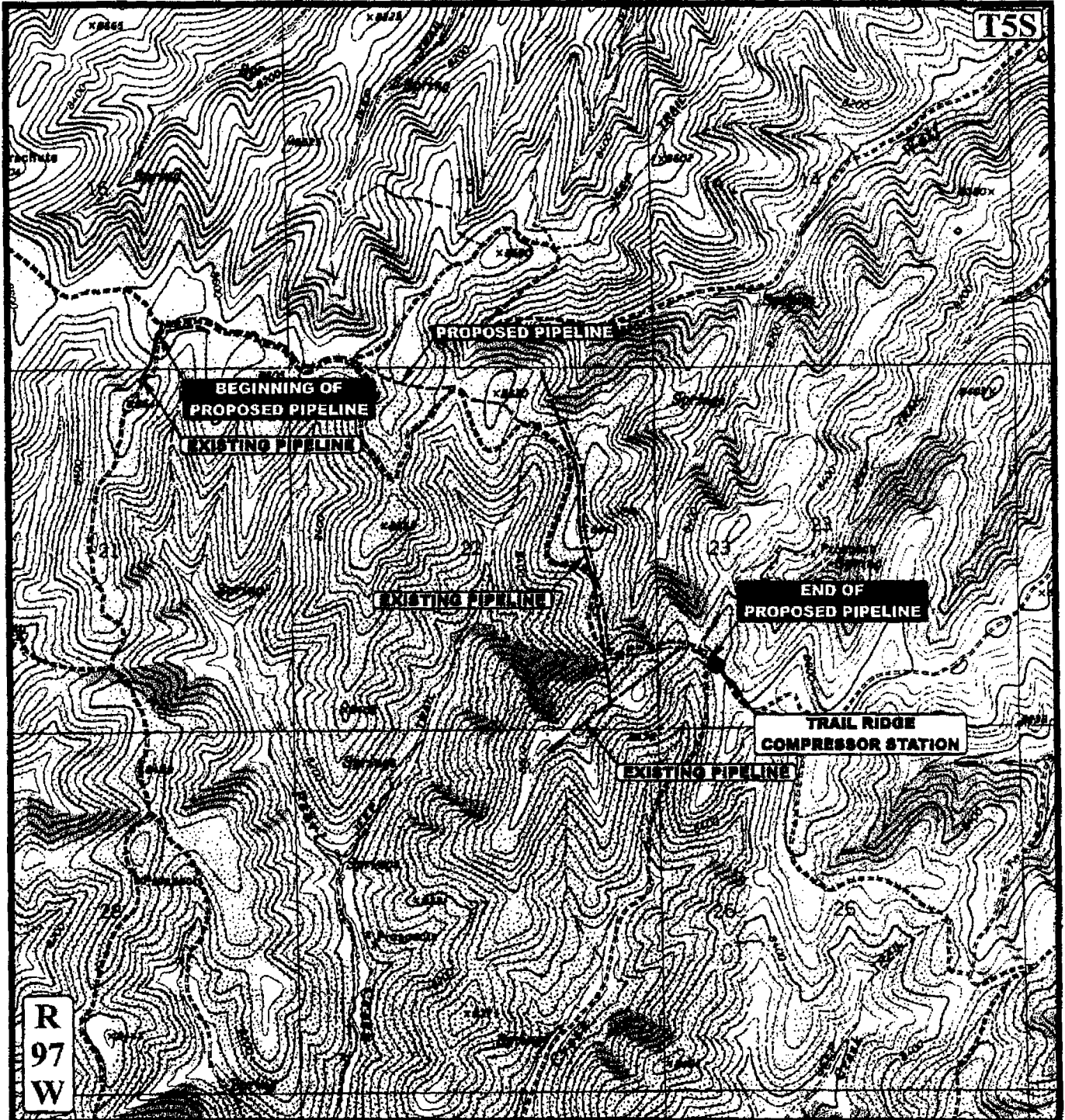
STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of December, 2003
by Eric D. Marsh as Vice President of EnCana Oil & Gas (USA) Inc.

My Commission Expires: 6/20/2007
Notary Public [Signature]



PS



APPROXIMATE TOTAL PIPELINE DISTANCE = 11,400' +/-

LEGEND:

- PROPOSED PIPELINE
- EXISTING PIPELINE



EnCana OIL & GAS (USA) INC.

**PROPOSED TRAIL RIDGE PIPELINE
SECTION 15, 16, 22, & 23 T5S, R97W, 6th P.M.**



Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC 6 30 03
MAP MONTH DAY YEAR

SCALE: 1" = 2000' DRAWN BY: K.G. REV: 12-2-03 C.G.

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TOPO

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9 of 9 R 46.00 D 0.00 GARFIELD COUNTY CO

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed effective as of June 3, 2004 by Chevron U.S.A. Inc. ("Chevron"), a Pennsylvania corporation, with an address of 11111 South Wilcrest Dr., Houston, Texas 77099, as Lessor, and Williams Production RMT Company ("Williams"), a Delaware corporation, with an address of 1515 Arapahoe Street, Tower 3, Suite 1000, Denver, Colorado 80202, as Lessee.

By Oil and Gas Lease dated effective June 3, 2004 (the "Lease"), Chevron grants, demises, leases and lets, and hereby grants, demises, leases and lets, subject to all of the terms and conditions of the Lease, unto Williams all of Chevron's right, title and interest in the Shallow Rights (as defined below) in the lands described in **Exhibit A-1** (15,571.48 acres, more or less) and the Shallow Rights and Deep Rights (as defined below) in the lands described in **Exhibit A-2** (1,744.50 acres, more or less) containing 17,315.98 acres, more or less, for the purpose of investigating, exploring, drilling for, producing, saving, taking, owning, transporting, storing, handling and treating oil and gas, including coalbed methane, together with all rights, privileges and easements necessary for Williams' operations on the Leased Premises, including but not limited to the following rights: To lay pipeline; to build roads; to construct tanks, pump and power stations, and power and communication lines; and to redrill, deepen, maintain, rework and operate any well so drilled, subject in all cases to the provisions and restrictions set forth in the Lease. The Leased Premises include all of Chevron's right, title and interest in oil and gas underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse the Leased Premises.

"Shallow Rights" means all depths and intervals from the stratigraphic equivalent of 1,660 feet as found in the Barrett Crystal Creek well located in the NE/4 of Section 12, T. 5 S., R. 98 W., 6th P.M., down to the base of the Cameo Formation, which is defined as the stratigraphic equivalent of 7,421 feet as found in the RMV 1-28 Well, located in the SW/4SE/4 of Section 28, T. 6 S., R. 94 W., 6th P.M., Garfield County, Colorado.

"Deep Rights" means all depths and intervals below the base of the Cameo Formation, which is defined as the stratigraphic equivalent of 7,421 feet as found in the RMV 1-28 Well, located in the SW/4SE/4 of Section 28, T. 6 S., R. 94 W., 6th P.M., Garfield County, Colorado.

The term of the Lease is eight (8) years from June 3, 2004 (the "Primary Term") and thereafter so long as leased substances or any one or more of them are being produced from the Leased Premises or acreage pooled with the Leased Premises; any operation permitted under the Lease is being conducted on said land; there is a shut-in well that is capable of producing gas in paying quantities on the Leased Premises or lands pooled therewith subject to the limitations of the Lease; or the Lease is continued in effect by reason of force majeure or any other provision of the Lease. The Primary Term of the Lease may be extended for up to five years by drilling operations more particularly set forth in the Lease.

An executed copy of the Lease is in the possession of Chevron and Williams.

This Memorandum of Lease may be executed in any number of counterparts with the same force and legal effect as if all executions were one single instrument.

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Executed on the dates of the acknowledgments of the parties, to be effective as of June 3, 2004.

LESSOR:
CHEVRON U.S.A. INC.

[Signature]
By: O. F. Baldwin II
Name: Atty-in-Fact
Attorney-in-Fact

LESSEE:
WILLIAMS PRODUCTION RMT
COMPANY

[Signature]
By: Joseph P. Barrett
Attorney-in-Fact 36N

Acknowledgements

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

The foregoing instrument was acknowledged before me this 28 day of June, 2004 by Joseph P. Barrett, as Attorney-in-Fact for Williams Production RMT Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 5/21/07

[Signature]
Notary Public



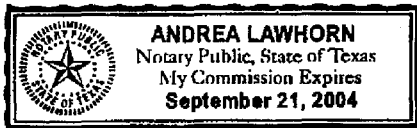
STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 1st day of July, 2004 by O. F. Baldwin II, as Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation.

Witness my hand and official seal.

My commission expires: _____

[Signature]
Notary Public





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3 of 14 R 103.25 D 0.00 GARFIELD COUNTY CO

EXHIBIT A-1

To Memorandum of Oil And Gas Lease
dated effective June 3, 2004
between Chevron U.S.A. Inc., as Lessor
and Williams Production RMT Company, as Lessee

LEASED PREMISES LIMITED TO SHALLOW RIGHTS

All lands herein described are located in Garfield County, Colorado

Township 5 South, Range 97 West, 6th P.M.

Section 1:

The Triumph No. 21 claim, comprising Lots five (5), six (6), seven (7), and eight (8), with Lot 5 also known as (aka) the NE/4NE/4 and being 37.54 acres, Lot 6 aka the NW/4NE/4 and being 37.82 acres, Lot 7 aka the NE/4NW/4 and being 38.10 acres, and Lot 8 aka the NW/4NW/4 and being 38.38 acres;

The Triumph No. 22 claim, comprising the S/2N/2;

The Triumph No. 23 claim, comprising the N/2S/2;

The Triumph No. 24 claim, comprising the S/2S/2.

Containing 631.84 acres, more or less.

Section 2:

J. D. No. 1 claim, comprising Lots five (5) and six (6) and the S/2NE/4; with Lot 5 aka the NE/4NE/4 and being 38.67 acres and Lot 6 aka the NW/4NE/4 and being 38.96 acres;

F. D. No. 7 claim, comprising the SE/4;

Containing 317.63 acres, more or less.

Section 3:

J. D. No. 3 claim, comprising Lots five (5) and six (6) and the S/2NE/4; with Lot 5 aka the NE/4NE/4 and being 39.80 acres and Lot 6 aka the NW/4NE/4 and being 39.99 acres;

J. D. No. 4 claim, comprising the SE/4;



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J. D. No. 5 claim, comprising Lots seven (7) and eight (8) and the S/2NW/4; with Lot 7 aka the NE/4NW/4 and being 40.19 acres and Lot 8 aka the NW/4NW/4 and being 40.38 acres;

J. D. No. 6 claim, comprising the SW/4.

Containing 640.36 acres, more or less.

Section 4:

A. D. No. 1 claim, comprising Lots five (5) and six (6) and the S/2NE/4, with Lot 5 aka the NE/4NE/4 and being 40.49 acres, and Lot 6 aka the NW/4NE/4 and being 40.50 acres;

A. D. No. 2 claim, comprising Lots seven (7) and eight (8) and the S/2NW/4, with Lot 7 aka the NE/4NW/4 and being 40.52 acres and Lot 8 aka the NW/4NW/4 and being 40.53 acres;

Containing 322.04 acres, more or less.

Section 5:

A. D. No. 3 claim, comprising Lots five (5) and six (6) and the S/2NE/4; with Lot 5 aka the NE/4NE/4 and being 40.63 acres, and Lot 6 aka the NW/4NE/4 and being 40.80 acres;

A. D. No. 4 claim, comprising Lots seven (7) and eight (8) and the S/2NW/4; with Lot 7 aka the NE/4NW/4 and being 40.98 acres, and Lot 8 aka the NW/4NW/4 and being 41.15 acres.

Containing 323.56 acres, more or less.

Section 10:

J. D. No. 7 claim, comprising the NE/4;

J. D. No. 8 claim, comprising the NW/4;

P. D. No. 1 claim, comprising the SE/4;

P. D. No. 2 claim, comprising the SW/4.

Containing 640.00 acres, more or less.

Section 11:

F. D. No. 3 claim, comprising the NE/4;

F. D. No. 4 claim, comprising the SE/4;

F. D. No. 5 claim, comprising the NW/4;

F. D. No. 6 claim, comprising the SW/4.

Containing 640.00 acres, more or less.



Section 12:

Triumph No. 25 claim, comprising the N/2N/2;

Triumph No. 26 claim, comprising the S/2N/2;

Triumph No. 27 claim, comprising the N/2S/2;

Triumph No. 28 claim, comprising the S/2S/2.

Containing 640.00 acres, more or less.

Section 13:

Triumph No. 29 oil shale placer mining claim, comprising the N/2N/2;

Triumph No. 30 oil shale placer mining claim, comprising the S/2N/2;

Triumph No. 31 oil shale placer mining claim, comprising the N/2S/2;

Triumph No. 32 oil shale placer mining claim, comprising the S/2S/2.

Containing 640.00 acres, more or less.

Section 14:

F. D. No. 1 oil shale placer mining claim, comprising the NE/4;

F. D. No. 2 oil shale placer mining claim, comprising the NW/4;

C. D. No. 7 oil shale placer mining claim, comprising the SE/4;

C. D. No. 8 oil shale placer mining claim, comprising the SW/4.

Containing 640.00 acres, more or less.

Section 15:

Triumph No. 1 placer mining claim, comprising the S/2S/2;

Triumph No. 2 placer mining claim, comprising the N/2S/2;

Triumph No. 3 placer mining claim, comprising the S/2N/2;

Triumph No. 4 placer mining claim, comprising the N/2N/2.

Containing 640.00 acres, more or less.



Section 16:

Triumph No. 5 placer mining claim, comprising the S/2S/2;

Triumph No. 6 placer mining claim, comprising the N/2S/2.

Containing 320.00 acres, more or less.

Section 17:

Triumph No. 9 placer mining claim, limited to that portion lying in the S/2SW/4 only;

Triumph No. 10 placer mining claim, limited to that portion lying in the N/2SW/4 only;

Triumph No. 11 placer mining claim, limited to that portion lying in the S/2NW/4 only;

Triumph No. 12 placer mining claim, limited to that portion lying in the N/2NW/4 only.

Containing 320.00 acres, more or less.

Section 19:

Coral T. No. 39 oil shale placer mining claim, comprising the E/2SW/4 and Lots seven (7) and eight (8), with Lot 7 aka the NW/4SW/4 and being 37.79 acres, and Lot 8 aka the SW/4SW/4 and being 37.99 acres;

Coral T. No. 40 oil shale placer mining claim, comprising the SE/4.

Containing 315.78 acres, more or less.

Section 20:

Big Bell No. 5 placer mining claim, comprising the NE/4;

Big Bell No. 6 placer mining claim, comprising the SE/4;

Big Bell No. 7 placer mining claim, comprising the NW/4;

Big Bell No. 8 placer mining claim, comprising the SW/4.

Containing 640.00 acres, more less.

Section 21:

Big Bell No. 1 placer mining claim, comprising the NE/4;

Big Bell No. 3 placer mining claim, comprising the NW/4.

Containing 320.00 acres, more or less.



Section 22:

Triumph No. 15 placer mining claim, comprising the S/2N/2;

Triumph No. 16 placer mining claim, comprising the N/2N/2.

Containing 320.00 acres, more or less.

Section 23:

C. D. No. 3 oil shale placer mining claim, comprising the NE/4;

C. D. No. 4 oil shale placer mining claim, comprising the SE/4.

Containing 320.00 acres, more or less.

Section 24:

Triumph No. 33 oil shale placer mining claim, limited to that portion lying in the N/2NE/4;

Triumph No. 34 oil shale placer mining claim, limited to that portion lying in the S/2NE/4;

Triumph No. 35 oil shale placer mining claim, limited to that portion lying in the N/2SE/4;

Triumph No. 36 oil shale placer mining claim, limited to that portion lying in the S/2SE/4.

Containing 320.00 acres, more or less.

Section 25:

Triumph No. 37 oil shale placer mining claim, comprising the N/2N/2;

Triumph No. 38 oil shale placer mining claim, comprising the S/2N/2;

Triumph No. 39 oil shale placer mining claim, comprising the N/2S/2;

Triumph No. 40 oil shale placer mining claim, comprising the S/2S/2.

Containing 640.00 acres, more or less.

Section 26:

C. D. No. 1 oil shale placer mining claim, comprising the NE/4;

C. D. No. 2 oil shale placer mining claim, comprising the NW/4;

C. C. D. No. 7 oil shale placer mining claim, comprising the SE/4;

C. C. D. No. 8 oil shale placer mining claim, comprising the SW/4.

Containing 640.00 acres, more or less.



Section 29:

Chicago No. 3 placer mining claim, comprising the NW/4;

Chicago No. 4 placer mining claim, comprising the SW/4.

Containing 320.00 acres, more or less.

Section 30:

Coral T. No. 27 oil shale placer mining claim, comprising Lots five (5) and six (6) and the E/2NW/4, with Lot 5 aka the NW/4NW/4 and being 38.19 acres, and Lot 6 aka the SW/4NW/4 and being 38.40 acres, also that part of Tract 117 and 118 in the NW/4NW/4 and SW/4NW/4;

Coral T. No. 28 oil shale placer mining claim, comprising the NE/4;

Coral T. No. 29 oil shale placer mining claim, comprising the SE/4;

Coral T. No. 30 oil shale placer mining claim, comprising Lots seven (7) and eight (8) and the E/2SW/4, with Lot 7 aka the NW/4SW/4 and being 38.62 acres, and Lot 8 aka the SW/4SW/4 and being 38.83 acres; and also that part of Tract 118 and 119 in the NW/4SW/4 and SW/4SW/4.

Containing 634.04 acres, more or less.

Section 31:

Coral T. No. 33 claim, comprising the E/2NW/4 and Lots five (5) and six (6), with Lot 5 aka the NW/4NW/4 and being 39.07 acres, and Lot 6 aka the SW/4NW/4 and being 39.34 acres;

Coral T. No. 34 claim, comprising the NE/4.

Containing 318.41 acres, more or less.

Section 32:

Smuggler No. 1 placer mining claim, comprising the NE/4;

Smuggler No. 2 placer mining claim, comprising the N/2SE/4 and Lots one (1) and two (2), with Lot 1 aka the SE/4SE/4 and being 39.60 acres, and Lot 2 aka the SW/4SE/4 and being 39.59 acres;

Smuggler No. 3 placer mining claim, comprising the NW/4;

Smuggler No. 4 placer mining claim, comprising the N/2SW/4 and Lots three (3) and four (4), with Lot 3 aka the SE/4SW/4 and being 39.58 acres, and Lot 4 aka the SW/4SW/4 and being 39.57 acres;

Buck Canyon No. 3 placer claim, comprising that part of Tract 58 lying in the S/2S/2S/2 of the section, also described in Deed Recorded Book 240, page 192 of County Records of Garfield County, Colorado;



Buck Canyon No. 9 placer claim, comprising that part of Tract 54 lying in the S/2S/2S/2 of the section, also described in Deed Recorded Book 240, page 192 of County Records of Garfield County, Colorado.

Containing 654.38 acres, more or less.

Section 33:

Clear Creek No. 5 placer claim, comprising the NE/4;

Clear Creek No. 6 placer claim, comprising the NW/4;

Clear Creek No. 7 placer claim, comprising the N/2SE/4 and Lots four (4) and five (5), with Lot 4 aka the SE/4SE/4 and being 39.60 acres, and Lot 5 aka the SW/4SE/4 and being 39.60 acres;

Clear Creek No. 8 placer claim comprising the N/2SW/4 and Lots 6 and 7, with Lot 6 aka the SE/4SW/4 and being 39.60 acres, and Lot 7 aka the SW/4SW/4 and being 39.60 acres;

Blue Bird No. 3 oil shale placer mining claim, being that part of Tract 51 lying in the S/2S/2S/2 of the section;

Buck Canyon No. 9 placer claim, comprising that part of Tract 54 lying in the S/2S/2S/2 of the section, also described in Deed Recorded Book 240, page 192 of County Records of Garfield County, Colorado;

Blue Bird No. 4 oil shale placer mining claim, comprising that part of Tract 52 lying in the S/2S/2S/2 of the section.

Containing 653.57 acres, more or less.

Section 34:

C. C. D. No. 5 oil shale placer mining claim, comprising the NE/4;

C. C. D. No. 6 oil shale placer mining claim, comprising the NW/4;

Buffalo No. 3 claim, comprising the SW/4;

Buffalo No. 4 claim, comprising the N/2SE/4 and Lots three (3) and four (4), with Lot 3 aka the SW/4SE/4 and being 42.00 acres, and Lot 4 aka the SE/4SE/4 and being 41.79 acres.

Containing 643.79 acres, more or less.

Section 35:

C.C.D. No. 1 oil shale placer mining claim, comprising the NE/4;

C.C.D. No. 2 oil shale placer mining claim, comprising the N/2SE/4 and Lots three (3) and four (4), with Lot 3 aka the SW/4SE/4 and being 41.45 acres, and Lot 4 aka the SE/4SE/4 and being 41.33 acres;

C.C.D. No. 3 oil shale placer mining claim, comprising the NW/4;

C.C.D. No. 4 oil shale placer mining claim, comprising the N/2SW/4 and Lots one (1) and two (2) , with Lot 1 aka the SW/4SW/4 and being 41.67 acres, and Lot 2 aka the SE/4SW/4 and being 41.55 acres.

Containing 646.00 acres, more or less.

Section 36:

Triumph No. 41 oil shale placer mining claim, comprising the N/2N/2;

Triumph No. 42 oil shale placer mining claim, comprising the S/2N/2;

Triumph No. 43 oil shale placer mining claim, comprising the N/2S/2;

Triumph No. 44 oil shale placer mining claim, comprising the S/2S/2;

Note: This Lease excludes Lot 1 being the 2.76 acres in the W/2W/2NW/4NW/4, Lot 2 being 2.59 acres in the W/2W/2SW/4NW/4, Lot 3 being 2.42 acres in the W/2W/2NW/4SW/4 and Lot 4 being 2.33 acres in the W/2W/2SW/4SW/4.

Containing 634.74 acres, more or less.

Township 5 South, Range 98 West, 6th P.M.

Section 13:

Lucky Strike No. 19 placer mining claim, comprising Tract 68, aka N/2SW/4SE/4, S/2NW/4SE/4, SW/4NE/4SE/4, NW/4SE/4SE/4, N/2SW/4SW/4, N/2SE/4SW/4, S/2NE/4SW/4 and S/2NW/4SW/4;

Lucky Strike No. 20 placer mining claim, comprising Lots five (5), six (6), seven (7), and eight (8), aka that part of Tract 69 covering Lot 5 - 19.39 acres being the S/2SW/4SW/4, Lot 6 - 19.53 acres being the S/2SE/4SW/4, Lot 7 - 19.65 acres being the S/2SW/4SE/4 and Lot 8 - 11.75 acres being the SW/4SE/4SE/4.

Containing 214.17 acres, more or less.

Section 14:

Lucky Strike No. 19 placer mining claim, comprising Tract 68, aka NE/4SE/4SE/4 and SE/4NE/4SE/4;

Lucky Strike No. 20 placer mining claim, comprising Lot seven (7), aka the SE/4SE/4SE/4 and being 8.01 acres, or that part of tract 69 covering Lot seven (7);

Lucky Strike No. 24 placer mining claim, comprising Tract 72 aka SE/4NW/4SW/4, SW/4NE/4SW/4, E/2SW/4SW/4, and W/2SE/4SW/4;



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Lucky Strike No. 25 placer mining claim, comprising Tract 71, aka SE/4NE/4SW/4, E/2SE/4SW/4, SW/4NW/4SE/4 and W/2SW/4SE/4;

Lucky Strike No. 26 placer mining claim, comprising Tract 70, aka SE/4NW/4SE/4, SW/4NE/4SE/4, E/2SW/4SE/4 and W/2SE/4SE/4;

Lucky Strike No. 23 placer mining claim, comprising Lots five (5) and six (6), with Lot 5 aka the SW/4NW/4SW/4 and being 11.28 acres, and Lot 6 aka the W/2SW/4SW/4 and being 23.36 acres, or that part of Tract 73 covering Lots 5 and 6.

Containing 234.80 acres, more or less.

Section 15:

Lucky Strike No. 23 placer mining claim, comprising Lots six (6) and seven (7), with Lot 6 aka the SE/4NE/4SE/4 and being 8.04 acres, and Lot 7 aka the NE/4SE/4SE/4 and being 8.32 acres, or that part of Tract 73 covering Lots 6 and 7.

Containing 16.36 acres, more or less.

Township 6 South, Range 98 West, 6th P.M.

Section 1:

Blue Bird No. 3 oil shale placer mining claim, being that part of Tract 51, being the 120.00 acres lying in the section;

Buck Canyon No. 9 placer claim, comprising that part of Tract 54 lying in the W/2 of the section; also described in Deed recorded Book 240, page 192 of County Records of Garfield County, Colorado;

Buck Canyon No. 10 placer claim, comprising that part of Tract 37 lying in the W/2W/2 of the section, also described in Deed recorded Book 240, page 192 of County Records of Garfield County, Colorado;

Buck Canyon No. 11 placer claim, comprising that part of Tract 56 lying in the S/2S/2 of the section, also described in Deed recorded Book 240, page 193 of County Records of Garfield County, Colorado.

Containing 198.00 acres, more or less.

Section 2:

Buck Canyon No. 5 placer claim, comprising that part of Tract 49 lying in the SW/4SE/4 of the section, also described in Deed recorded Book 240, page 193 of County Records of Garfield County, Colorado;

Buck Canyon No. 9 placer claim, limited to that part of Tract 54 lying in the NE/4 of the section, also described in Deed recorded Book 240, page 192 of County Records of Garfield County, Colorado;



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Buck Canyon No. 10 placer claim, comprising that part of Tract 37 lying in the SE/4 of the section, also described in Deed recorded Book 240, page 192 of County Records of Garfield County, Colorado;

Buck Canyon No. 11 placer claim, comprising that part of Tract 56 lying in the S/2SE/4 of the section, also described in Deed recorded Book 240, page 193 of County Records of Garfield County, Colorado.

Containing 172.01 acres, more or less.

All the Leased Premises in this Exhibit A-1 contain a total of 15,571.48 acres, more or less.

EXHIBIT A-2

To Memorandum of Oil And Gas Lease
dated effective June 3, 2004
between Chevron U.S.A. Inc., as Lessor
and Williams Production RMT Company, as Lessee

LEASED PREMISES INCLUSIVE OF SHALLOW RIGHTS AND DEEP RIGHTS

All lands herein described are located in Garfield County, Colorado

Township 5 South, Range 97 West, 6th P.M.

Section 21:

Big Bell No. 2 Placer Mining Claim, comprising the SE/4;

Big Bell No. 4 Placer Mining Claim, comprising the SW/4.

Containing 320.00 acres, more or less.

Section 22:

Triumph No. 13 Placer Mining Claim, comprising the S/2S/2;

Triumph No. 14 Placer Mining Claim, comprising the N/2S/2.

Containing 320.00 acres, more or less.

Section 27:

Triumph No. 17 Placer Mining Claim, comprising the S/2S/2;

Triumph No. 18 Placer Mining Claim, comprising the N/2S/2;

Triumph No. 19 Placer Mining Claim, comprising the S/2N/2;

Triumph No. 20 Placer Mining Claim, comprising the N/2N/2.

Containing 640.00 acres, more or less.

Section 28:

Clear Creek No. 4 Placer Mining Claim, comprising the SW/4.

Containing 160.00 acres, more or less.



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Township 6 South, Range 97 West, 6th P.M.

Section 5:

Triumph No. 47 Placer Mining Claim, comprising Lots 5 (40.14 acres), 6 (40.03 acres), 7 (39.91 acres), and 8 (39.80 acres).

Containing 159.88 acres, more or less.

Section 6:

Triumph No. 45 Placer Mining Claim, comprising Lots 8 (39.52 acres), 9 (39.09 acres), 10 (39.01 acres), and 11 (27.00 acres).

Containing 144.62 acres, more or less.

All the Leased Premises in this Exhibit A-2 contain a total of 1,744.50 acres, more or less.