



**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

CO1032

H.C. Peck & Associates, Inc.

3401 Quebec Street, Suite 8100

Denver, CO 80207

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: [Signature]
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

Transaction Identification Data for reference only:

Issuing Agent: H.C. Peck & Associates, Inc.

Issuing Offices ALTA® Registry ID: N/A

Commitment Number: **09567A2023**

Property Address: N/A

Arapahoe County Assessor Parcel No.: 1975-11-1-00-017

SCHEDULE A

1. Commitment Date: May 2, 2023 at 4:00 PM

2. Policy to be issued:

a. ☐ 2006 ALTA Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.*

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date vested in:

CITY OF AURORA, COLORADO a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado

5. The Land is described as follows:

A tract or parcel of land No. RM-121 of the City of Aurora, Project No. 14046, located in the Northeast Quarter of Section 11, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado; said tract or parcel of land being more particularly described in Exhibit "B" of the Special Warranty Deed recorded September 27, 2017 at Reception No. D7109498.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

Issued By: H.C. Peck & Associates, Inc.
3401 Quebec Street, Suite 8100
Denver, CO 80207
(303) 623-6112

By: 
Authorized Signatory

* For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This Commitment is being issued for informational purposes only.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)**

**SCHEDULE B – PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records: to be determined.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

SCHEDULE B – PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
8. All oil, gas, and other mineral interests, any leases thereof, and the right to use the surface estate for ingress and egress and any other right or privilege incident to the ownership of said interests, , including but not limited to the following:
All coal reserved in the Warranty Deed from Union Pacific Railway Company to Samuel Lesem recorded December 22, 1890 in Book A49 at Page 202.
Quitclaim Deed from Union Pacific Railroad Company to Union Pacific Land Resources Corporation recorded April 16, 1971 at Reception No. 1225106 in Book 1920 at Page 247.
Release and Quitclaim Deed from Union Pacific Railroad Company to Union Pacific Land Resources Corporation recorded November 23, 1998 at Reception No. A8189797.

Continued.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

Mineral Quit Claim Deed from Buckboard Limited Liability Co. to Colorado Christian Fellowship, Inc. recorded January 17, 2008 at Reception No. B8007035.

Oil and Gas Lease from Colorado Christian Fellowship Inc. to T. Verne Dwyer recorded October 3, 2011 at Reception No. D1094947.

Ratification of Oil and Gas Lease executed by Colorado Christian Fellowship Inc. recorded April 19, 2012 at Reception No. D2042432.

Assignment of Oil and Gas Leases from T. Verne Dwyer to Hilcorp Energy I, L.P. recorded July 3, 2012 at Reception No. D2071773.

Assignment and Bill of Sale from Hilcorp Energy I, L.P. to Carrizo (Niobrara) LLC recorded January 8, 2013 at Reception No. D3003242.

Assignment, Conveyance, and Bill of Sale from Carrizo Oil & Gas, Inc. and Carrizo (Niobrara) LLC to Oil India (USA) Inc. and IOCL (USA) Inc. recorded May 7, 2014 at Reception No. D4038088.

9. Those matters described as Exception No. 12 in the Special Warranty Deed from Buckboard Limited Liability Co. to Colorado Christian Fellowship, Inc. recorded January 17, 2008 at Reception No. B8007034.
10. Terms, conditions, provisions, agreements and obligations as specified in the Annexation Agreement between Buckboard Limited Liability Co. and City of Aurora recorded November 10, 2003 at Reception No. B3243603.
11. Terms, conditions, provisions, agreements and obligations as specified in the Zoning Ordinance recorded September 9, 2003 at Reception No. B3201576.
12. Terms, conditions, provisions, agreements and obligations as specified in the Annexing Ordinance recorded September 9, 2003 at Reception No. B3201575.
13. Terms, conditions, provisions, agreements and obligations as specified in the Request for Notification of Surface Development executed by RME Petroleum Company and RME Land Corp. recorded May 16, 2002 at Reception No. B2090878.
14. Terms, conditions, provisions, agreements and obligations as specified in the Amendment to Certificate of Organization for the E-470 Public Highway Authority recorded December 19, 1995 at Reception No. A5133865.
15. Terms, conditions, provisions, agreements and obligations as specified in the Certificate regarding the inclusion of property into the E-470 Public Highway Authority recorded December 19, 1995 at Reception No. A5133863.
16. Terms, conditions, provisions, agreements and obligations as specified in the instrument from D.M. Potts and A.H. Packard to American Telephone and Telegraph Company recorded June 11, 1929 at Reception No. 224021 in Book 284 at Page 182.
17. Terms, conditions, provisions, agreements and obligations as specified in the instrument from City of Aurora to American Telephone and Telegraph Company recorded March 4, 1929 at Reception No. 146838 in Book 278 at Page 215.

Continued.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

18. Terms, conditions, provisions, agreements and obligations as specified in the Quit Claim Deed from Charles E. Dickinson to East Denver Water Company recorded June 27, 1891 in Book 762 at Page 168. Warranty Deed recorded July 1, 1891 in Book 728 at Page 196.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

H.C. Peck & Associates, Inc.
A National Land Service Company

and



Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)**



and



Notice of Privacy Policy

of

Westcor Land Title Insurance Company and H.C. Peck and Associates, Inc.

Westcor Land Title Insurance Company and H.C. Peck & Associates, Inc. (collectively "WLTIC") value our customers and we are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SPECIAL WARRANTY DEED
6th Avenue Parkway Extension Project
Parcel RW-121 and RM-121

NO DOC FEE
REQUIRED
Aurora is exempt

THIS SPECIAL WARRANTY DEED, made this 24 day of AUGUST, 2017, between **BUCKBOARD LIMITED LIABILITY CO.**, a Colorado limited liability company, of the County of Arapahoe, State of Colorado, ("Grantor"), and the **CITY OF AURORA, COLORADO** a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 15151 East Alameda Parkway, Aurora, CO 80012-1555 ("Grantee"):

WITNESSETH, that Grantor, for and in consideration of the sum of **FOUR HUNDRED FORTY-ONE THOUSAND, SEVEN HUNDRED FIFTY-EIGHT and No/100 Dollars** (\$441,758.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all the real property, together with improvements if any, situate, lying and being in the County of Arapahoe, State of Colorado, as legally described on the attached **Exhibit A and B** (the "Property");

RESERVING unto Grantor all oil, gas and other minerals, including, without limitation, all coal and other hydrocarbons, and all clay and other valuable minerals in and under said Property;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors, and assigns forever. Grantor for itself, its successors and assigns, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to all matters of record.

[SIGNATURE PAGE FOLLOWS]

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

**BUCKBOARD LIMITED LIABILITY
CO., A Colorado limited
liability company**

Kathleen A. Mansfield-Hall
By: Kathleen A. Mansfield-Hall
Its: Manager

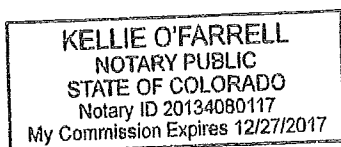
STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24 day of August, 2017, by Kathleen A. Mansfield-Hall as Manager of Buckboard Limited Liability Co., a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 12/27/2017

(SEAL)



Kellie O'Farrell
Notary Public

EXHIBIT "A" and "B"

LEGAL DESCRIPTIONS

EXHIBIT " A "

CITY OF AURORA
RIGHT-OF-WAY
TO BE ACQUIRED
FROM

Parcel No. RW-121

Buckboard Limited Liability Company

FOR

Project No. 14046
6th Avenue Extension Project

EXHIBIT "A"

PROJECT NUMBER: 14046

RIGHT-OF-WAY: RW-121

DATE: APRIL 22, 2016

DESCRIPTION

A tract or parcel of land No. RW-121 of the City of Aurora, Project No. 14046 containing 3.526 acres, more or less, being a portion of that parcel of land recorded at Reception No. D2045795 in the Arapahoe County Clerk and Recorder's Office, located in the Northeast Quarter of Section 11, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado; said tract or parcel of land being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 11; Thence along the west line of the Northeast Quarter of said Section 11, South 00°40'01" East, a distance of 30.00 feet to the north right-of-way line of 6th Avenue as described in field notes for Arapahoe County Road No. 73, said point being the POINT OF BEGINNING;

1. Thence along said north right-of-way line North 89°43'32" East, a distance of 668.45 feet;
2. Thence Southwesterly on the arc of a tangent curve to the left, having a radius of 70.00 feet and a central angle of 68°53'57", an arc distance of 84.18 feet (the chord of said curve bears South 55°16'33" West, a distance of 79.20 feet);
3. Thence South 20°49'35" West, a distance of 31.34 feet;
4. Thence South 69°10'25" East, a distance of 213.19 feet;
5. Thence Easterly on the arc of a tangent curve to the left, having a radius of 883.00 feet and a central angle of 21°06'03", an arc distance of 325.19 feet (the chord of said curve bears South 79°43'27" East, a distance of 323.36 feet);
6. Thence North 89°43'32" East, a distance of 49.75 feet;
7. Thence South 00°30'56" East, a distance of 144.00 feet;
8. Thence South 89°43'32" West, a distance of 50.35 feet;
9. Thence Westerly on the arc of a tangent curve to the right, having a radius of 1,027.00 feet and a central angle of 21°06'03", an arc distance of 378.22 feet (the chord of said curve bears North 79°43'27" West, a distance of 376.09 feet);

EXHIBIT " A "

PROJECT NUMBER: 14046

RIGHT-OF-WAY: RW-121

DATE: APRIL 22, 2016

DESCRIPTION

10. Thence North 69°10'25" West, a distance of 792.02 feet to THE POINT OF BEGINNING.

The above described tract or parcel of land contains 153,612 sq. ft. (3.526 Ac), more or less.

All lineal distances are represented in U.S. Survey Feet.

Basis of Bearings: Bearings are based on a grid bearing from Point No. 1114, a 3" City of Aurora brass cap stamped PLS 16419, 1991, being the North Quarter corner of Section 11, Township 4 South, Range 66 West of the 6th P.M., N 89°43'32" E to Point No. 1115, a 3" MK Centennial aluminum cap, stamped PLS 28257, 1998, being the Northeast corner of Section 11, Township 4 South, Range 66 West of the 6th P.M.

Prepared for and on behalf of the
City of Aurora

Alan Warner, PLS.No. 28668
Farnsworth Group, Inc.
5613 DTC Pkwy, Suite 1100
Greenwood Village, CO 80111
303-692-8838



ILLUSTRATION FOR EXHIBIT "A"

SHEET 1 OF 2

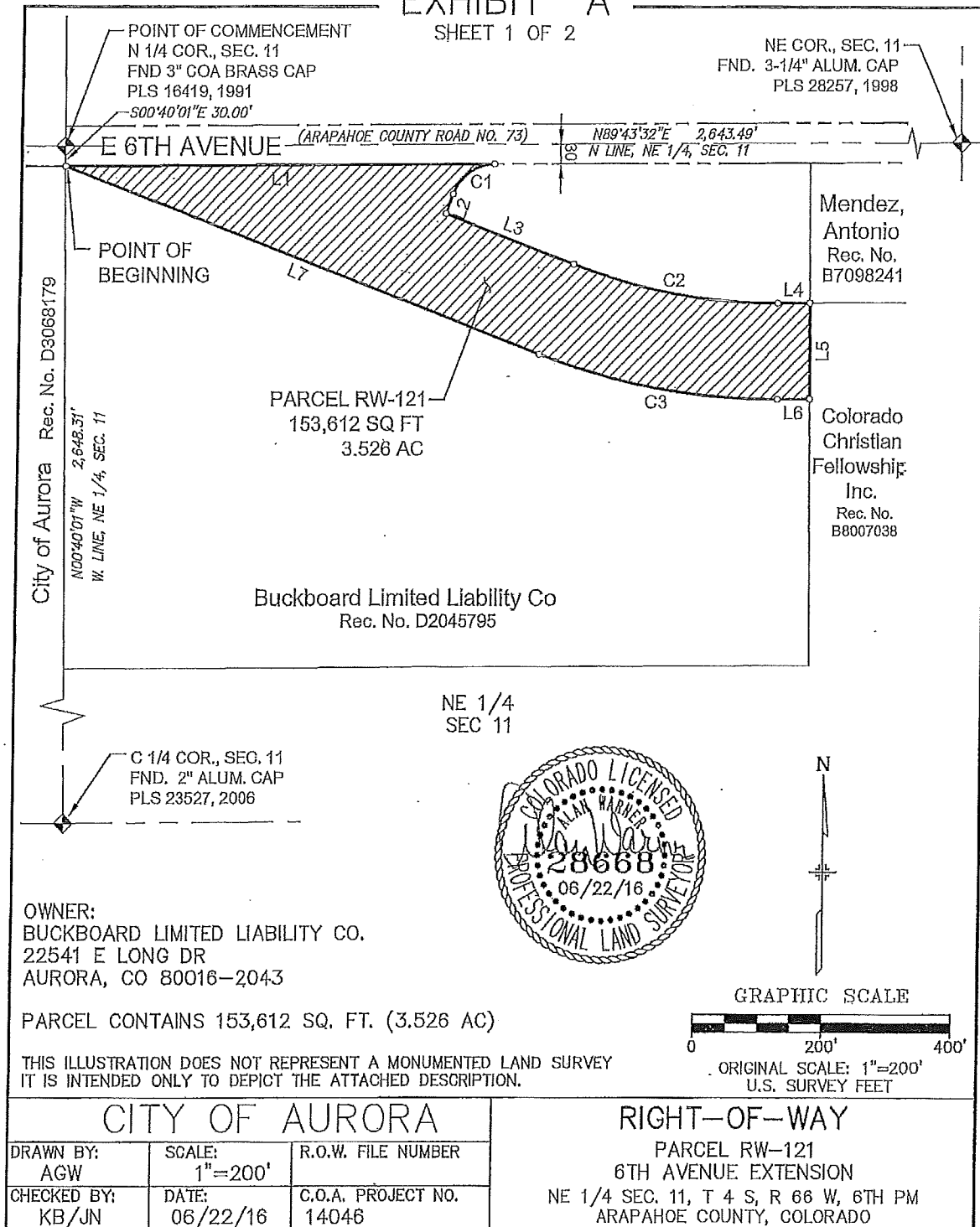


ILLUSTRATION FOR
EXHIBIT "A"
SHEET 2 OF 2

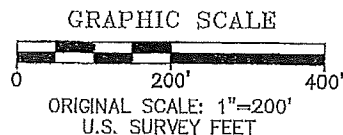
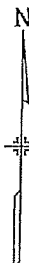
LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°43'32"E	668.45'
L2	S20°49'35"W	31.34'
L3	S69°10'25"E	213.19'
L4	N89°43'32"E	49.75'
L5	S00°30'56"E	144.00'
L6	S89°43'32"W	50.35'
L7	N69°10'25"W	792.02'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST
C1	84.18'	70.00'	68°53'57"	S55° 16' 33"W	79.20'
C2	325.19'	883.00'	21°06'03"	S79° 43' 27"E	323.36'
C3	378.22'	1027.00'	21°06'03"	N79° 43' 27"W	376.09'

OWNER:
BUCKBOARD LIMITED LIABILITY CO.
22541 E LONG DR
AURORA, CO 80016-2043

PARCEL CONTAINS 153,612 SQ. FT. (3.526 AC)

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



CITY OF AURORA			RIGHT-OF-WAY	
DRAWN BY: AGW	SCALE: 1"=200'	R.O.W. FILE NUMBER	PARCEL RW-121	
CHECKED BY: KB/JN	DATE: 06/22/16	C.O.A. PROJECT NO. 14046	6TH AVENUE EXTENSION	
			NE 1/4 SEC. 11, T 4 S, R 66 W, 6TH PM	
			ARAPAHOE COUNTY, COLORADO	

EXHIBIT " B "

CITY OF AURORA
RIGHT-OF-WAY
TO BE ACQUIRED
FROM

Parcel No. RM-121

Buckboard Limited Liability Company

FOR

Project No. 14046
6th Avenue Extension Project

EXHIBIT "B"

PROJECT NUMBER: 14046

RIGHT-OF-WAY: RM-121

DATE: APRIL 22, 2016

DESCRIPTION

A tract or parcel of land No. RM-121 of the City of Aurora, Project No. 14046 containing 2.108 acres, more or less, being a portion of that parcel of land recorded at Reception No. D2045795 in the Arapahoe County Clerk and Recorder's Office, located in the Northeast Quarter of Section 11, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado; said tract or parcel of land being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 11; Thence South $87^{\circ}42'20''$ East, a distance of 669.33 feet to the north right-of-way line of 6th Avenue as described in field notes for Arapahoe County Road No. 73, said point being the POINT OF BEGINNING;

1. Thence along said north right-of-way line North $89^{\circ}43'32''$ East, a distance of 489.06 feet;
2. Thence South $00^{\circ}30'56''$ East, a distance of 210.00 feet;
3. Thence South $89^{\circ}43'32''$ West, a distance of 49.75 feet;
4. Thence Westerly on the arc of a tangent curve to the right, having a radius of 883.00 feet and a central angle of $21^{\circ}06'03''$, an arc distance of 325.19 feet (the chord of said curve bears North $79^{\circ}43'27''$ West, a distance of 323.36 feet);
5. Thence North $69^{\circ}10'25''$ West, a distance of 213.19 feet;
6. Thence North $20^{\circ}49'35''$ East, a distance of 31.34 feet;
7. Thence Northeasterly on the arc of a tangent curve to the right, having a radius of 70.00 feet and a central angle of $68^{\circ}53'57''$, an arc distance of 84.18 feet (the chord of said curve bears North $55^{\circ}16'33''$ East, a distance of 79.20 feet) to THE POINT OF BEGINNING.

The above described tract or parcel of land contains 91,809 sq. ft. (2.108 Ac), more or less.

All lineal distances are represented in U.S. Survey Feet.

Basis of Bearings: Bearings are based on a grid bearing from Point No. 1114, a 3" City of Aurora brass cap stamped PLS 16419, 1991, being the North Quarter corner of Section 11, Township 4 South, Range 66 West of the 6th P.M., N $89^{\circ}43'32''$ E to Point No. 1115, a 3" MK Centennial aluminum cap, stamped PLS 28257, 1998, being the Northeast corner of Section 11, Township 4 South, Range 66 West of the 6th P.M.

Prepared for and on behalf of the
City of Aurora

Alan Warner, PLS No. 28668
Farnsworth Group, Inc.
5613 DTC Pkwy, Suite 1100
Greenwood Village, CO 80111
303-692-8838



ILLUSTRATION FOR EXHIBIT "B"

SHEET 1 OF 2

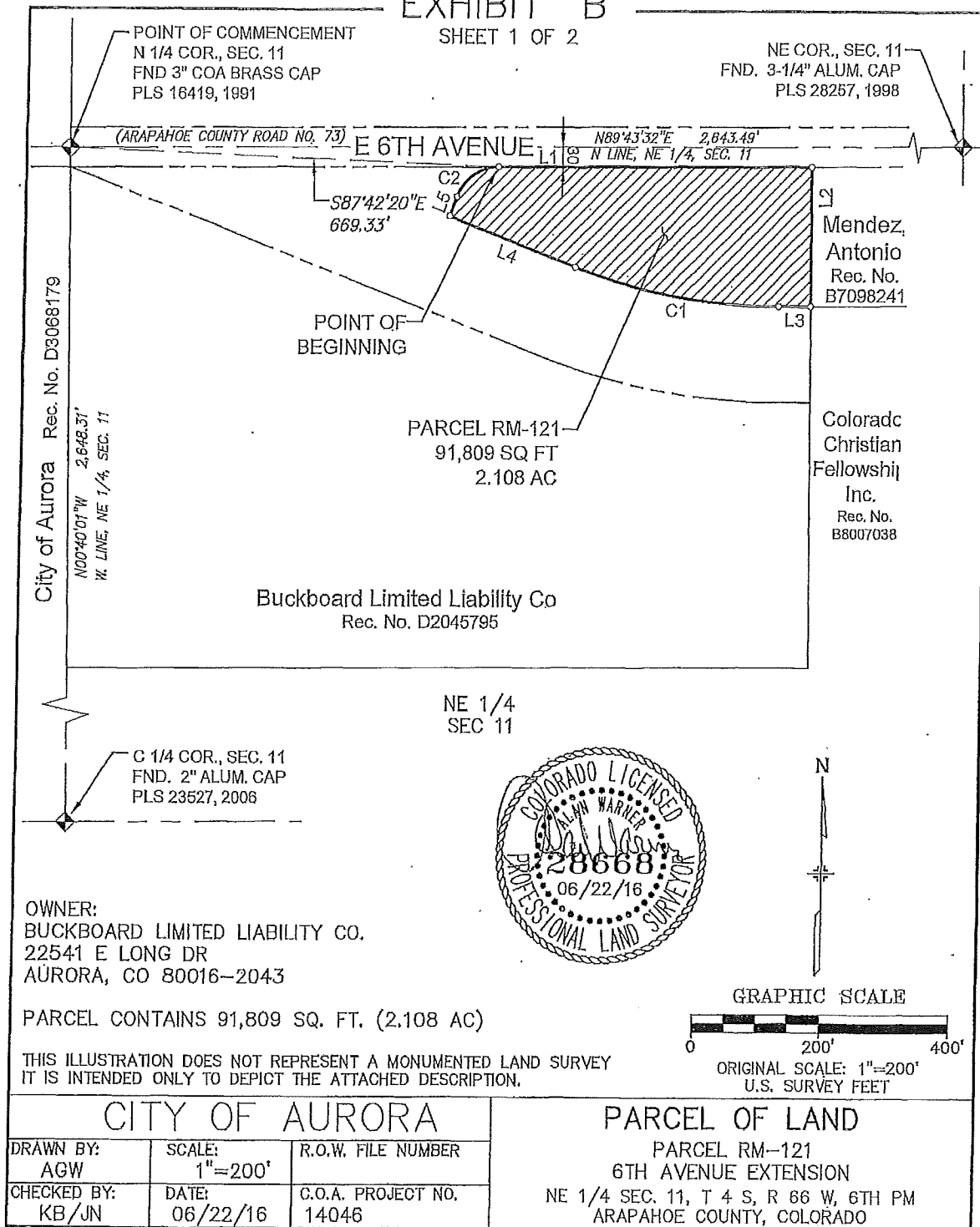


ILLUSTRATION FOR
EXHIBIT "B"
 SHEET 2 OF 2

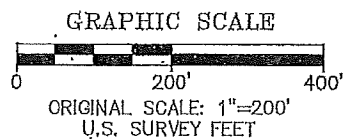
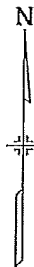
LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°43'32"E	489.06'
L2	S00°30'56"E	210.00'
L3	S89°43'32"W	49.75'
L4	N69°10'25"W	213.19'
L5	N20°49'35"E	31.34'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST
C1	325.19'	883.00'	21°06'03"	N79°43'27"W	323.36'
C2	84.18'	70.00'	68°53'57"	N55°16'33"E	79.20'

OWNER:
 BUCKBOARD LIMITED LIABILITY CO.
 22541 E LONG DR
 AURORA, CO 80016-2043

PARCEL CONTAINS 91,809 SQ. FT. (2.108 AC)

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



CITY OF AURORA			PARCEL OF LAND	
DRAWN BY: AGW	SCALE: 1"=200'	R.O.W. FILE NUMBER	PARCEL RM-121 6TH AVENUE EXTENSION NE 1/4 SEC. 11, T 4 S, R 66 W, 6TH PM ARAPAHOE COUNTY, COLORADO	
CHECKED BY: KB/JN	DATE: 06/22/16	C.O.A. PROJECT NO. 14046		

All the estate, right, title, interest, property, claim and demand whatsoever both in law and equity of the said Richard S. Little as well as of the said party of the first part, or, in and to the above described premises with the appurtenances, as fully, to all intents and purposes as the said party of the first part hath power and authority to grant, sell and convey the same by virtue of the said Trust Deed.

To Have and to Hold the said above granted premises with their appurtenances and every part thereof, unto the said party of the second part, his heirs and assigns forever.

This Deed is made to supply an omission and to cure a supposed defect in a certain deed heretofore executed by me, recorded March 27th 1887 in book 274 page 686 of the records of Arapahoe County.

In Witness Whereof, The said party of the first part has herewith set his hand and seal the day and year first above written.

Charles B. Patterson,

(Printed Seal)

Trustee.

State of Colorado }
County of Arapahoe } ss.

I, Henry W. Canfield, a Notary Public in and for the said County, in the State aforesaid do hereby certify that Charles B. Patterson, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

I further certify that my commission expires 6th March 1891.

Given under my hand and Notarial seal, this Seventeenth day of December A. D. 1890.

(Notarial Seal)

Henry W. Canfield. Notary Public.

Warranty Deed

Union Pacific Ry Co.

To

Samuel Losen

Filed for record at

9 to o'clock P.M.

Dec. 28-1890.

Jos. H. Smith

Recorder.

Warranty Deed.

Whereas, The Kansas Pacific Railway Company, by its Mortgage and Deed of Trust of date the 20th day of June A. D. eighteen hundred and sixty nine. to John Edgar Thomson, Adolphus Meier and John A. Stewart, Trustees, recorded in the several counties in which the lands of said Railway Company are located, did convey to the said Thomson, Meier and Stewart all the lands granted to said Company by Act of Congress in aid of the construction of said Railway upon certain conditions and trusts. And Whereas, by reason of the death of said Thomson and subsequently of Matthew Baird, who was appointed Trustee in his place, and the resignation of said Meier from his trusteeship and the acceptance thereof, William Endicott, Jr., of Boston, Massachusetts, and August Ratten of New York, State of New York, are appointed Trustees in the place and stead of said Baird and Meier respectively, as appears by an instrument executed by Artemus H. Holmes and Lewis H. Meyer as attorneys in fact for the holders of more than a majority of the bonds secured by said mortgage, which instrument appears at large in book 507, page 106 of the records of Arapahoe County, Colorado.

And Whereas, The Union Pacific Railway Company is a corporation formed and existing by the consolidation of the Kansas Pacific Railway Company, the Denver Pacific and Telegraph Company and The Union Pacific Railroad Company, under the corporate name of The Union Pacific Railway Company, by authority of an act of Congress entitled; "An Act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean and to secure to the Government the use of the same for postal, military and other purposes." approved July 2-1862, and acts amendatory thereof, which said company has succeeded to and

Union Pacific Ry Co. Samuel Losen

become seized and possessed of all the real estate and property of said Constituent Companies, whether real personal or mixed, and among other things of all the lands granted to said Companies, by the aforesaid Acts of Congress in aid of the construction of their roads, not conveyed away by said Companies at the date of such consolidation, to-wit: January 24-1880, Now,

This Indenture, Made this Ninth day of Sept, 1880, between John A. Stewart, William Endicott, Jr and August Ritten, as Trustees, of the first part, the said Union Pacific Railway Company, of the second part, and Samuel Leson of the County of Arapahoe and State of Colorado, hereinafter called the purchaser, of the third part.

Witnesseth, That for and in consideration of the sum of Two Thousand and eighty (\$280) Dollars, paid by said purchaser to said Union Pacific Railway Company, and by said Railway Company, to said Trustees, the receipt and payment whereof said Company and said Trustees do hereby ^{respectfully} acknowledge, the said John A. Stewart, William Endicott, Jr and August Ritten Trustees do hereby release and convey, and the said Company doth hereby grant, bargain, sell, convey and confirm unto said purchaser, his heirs and assigns forever, the following described real estate, situated in the County of Arapahoe, State of Colorado, to wit:

The North east quarter (NE) the West half of the South east quarter (W of S.E.) the North east quarter of the South east quarter (N.E. of S.E.) and the South west quarter (S.W. of Section No eleven (11) in Township No four south (4S) of Range No. Sixty six (66W) West of the Sixth Principal Meridian, containing according to the United States survey four hundred and forty (440) acres, more or less, with appurtenances being the same premises contracted to be sold to Samuel Leson by Contract No. 877 D dated April 16-1887.

Reserving to said Company and its assigns, all coal that may be underneath the surface of the land herein described and the exclusive right to prospect and mine for the same, also such right of way and other grounds as may be necessary for the proper working of any coal mines that may be developed upon said premises and for the transportation of the coal from the same.

To Have and to Hold the same unto the said purchaser, his heirs and assigns forever. And the said Union Pacific Railway Company for itself and its successors doth covenant and agree to and with said purchaser that the possession of said land and premises to said purchaser, his heirs and assigns, it will forever warrant and defend against all persons lawfully claiming the same, except as against the taxes levied and assessed upon said land for the year 1887 and subsequent years and except against any claims or incumbrances created or permitted by, through or under the said Samuel Leson, or his successors, heirs or assigns, or any of them.

In Witness Whereof, said John A. Stewart, William Endicott, Jr. and August Ritten, Trustees, have herunto set their hands and seals, the said Union Pacific Railway Company has caused these presents to be signed by its President, attested by its Secretary and countersigned by its Auditor, with the seal of the Corporation attached, this Ninth day of Sept. A. D. one thousand eight hundred and ninety.

(CORPORATE SEAL)

John A. Stewart
August Ritten
William Endicott, Jr. } Trustees.

G. F. Adams President.

Attest. Alex. Miller. Secretary.
Countersigned. Ernestus Young Auditor.

State of New York
City and County of New York } SS.

On this Nineteenth day of November A. D. one thousand eight hundred and ninety, before me, the under-

A49-204

signed Commissioner, resident in the City of New York duly commissioned under the laws of Colorado, to take acknowledgments of deeds, personally came John A. Stewart and August Rutten personally known to me to be the same persons who executed the foregoing instrument and acknowledged the execution of the same.

In Witness Whereof, I have herewith set my hand and official seal the Nineteenth day of November A. D. 1890 at the City of New York in said County and State.

(Commissioner's Seal)

Geo. H. Conroy,

A Commissioner for Colorado,

State of Massachusetts, }
County of Suffolk

SH. Be it remembered that on this twenty first day of November A. D. 1890, before me, a Commissioner, resident in

the City of Boston, duly commissioned and qualified under the laws of the State of Colorado to take acknowledgments of deeds, appeared The Union Pacific Railway Company, by G. F. Adams its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as President and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said company, and on the same day likewise personally appeared the above named William Edicott, Jr., known to me to be the Trustee described in, and who executed the foregoing instrument, and acknowledged before me, that he executed the same as Trustee as aforesaid, and for the uses and purposes therein set forth and that the execution thereof was his voluntary act and deed.

In Witness Whereof, I have herewith set my hand and official seal this Twenty first day of November A. D. 1890, at the City of Boston in said County and State.

(Commissioner's Seal)

Frank D. Buttrick,

Commissioner for Colorado,

James W. Byrd
Recorder of Deeds
for the County of Arapahoe

Warranty Deed
Peter F. Legere
To
Grant L. Hudson
Filed for Record
at about P. M.
Dec. 23-1890
Jos. H. Smith
Recorder

This Indenture made the twentieth (20) day of December in the year of our Lord one thousand eight hundred and ninety (A.D. 1890) between Peter F. Legere of the City of Denver, in the County of Arapahoe and State of Colorado, party of the first part and Grant L. Hudson of Denver, aforesaid, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of fourteen thousand (\$14000) Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and convey to the said party of the second part, his heirs and assigns, the following described property, situate, lying and being in the County of Arapahoe in the State of Colorado, to wit:

The South east quarter of the South east quarter of Section thirty one (31) and the South west quarter of the South west quarter of Section thirty two (32) Township five (5) South of Range sixty eight (68) west of the Sixth (6) principal meridian, together with all his interest (the same being one third) in and to the Keystone Ditch formerly called the Natien, Babcock and Marx Ditch, and all other water rights and ditch rights in which said first party has any interest or claim, connected with or appurtenant to said premises, excepting that part of said tract conveyed to The Denver and Rio Grande Railroad Company and the Elitch Water Company for right of way.

To Have and to Hold, the premises hereby conveyed, together with all the rights, privileges and appurtenances thereto belonging or in any wise appertaining, unto the said party of the second part, his heirs and assigns forever, the said party of the first part hereby

Recorded at 217 a'clock 11 APR 16 1971
Reception No 1225106 MARJORIE PAGE, Recorder

BOOK 1920 PAGE 247

QUITCLAIM DEED

THIS INDENTURE, dated as of April 1, 1971, by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter the Grantor) and its wholly-owned subsidiary, UNION PACIFIC LAND RESOURCES CORPORATION, a Utah corporation (hereinafter the Grantee).

WITNESSETH:

WHEREAS, pursuant to a Plan of Reorganization of the Grantor dated March 25, 1971, Grantor desires to quitclaim to the Grantee, among other things, all of its right, title and interest in and to certain properties hereinafter more particularly described;

Now, THEREFORE, as a contribution, without consideration, to the capital of the Grantee pursuant to said Plan of Reorganization, the Grantor hereby does remise, release and forever quitclaim unto Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to all real property and interests in real property located in the County of ARAPAHOE, State of COLORADO, and described on Exhibit A hereto;

EXCEPTING from this quitclaim and RESERVING unto the Grantor, its successors and assigns, its railroad operating rights of way, together with all its right, title and interest in the lands upon which any such rights of way are located, and in and to any and all lands used or held for use in transportation service, other than the coal and iron and all other minerals and mineral rights underlying any such rights of way and lands; it being the intention of the Grantor to quitclaim unto the Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the coal and iron and all other minerals and mineral rights underlying said rights of way and lands used or held for use in transportation service (hereinabove excepted and reserved to the Grantor, its successors and assigns) together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantee, its successors and assigns, but without entering upon or using the surface of said

rights of way and lands hereby excepted, and in such manner as not to damage the surface thereof hereby excepted or to interfere with the use thereof by the Grantor, its lessees, licensees, successors and assigns.

TOGETHER with all buildings, structures, improvements and other installations and appurtenances in and upon all lands conveyed hereby.

TO HAVE AND TO HOLD the said premises unto the said Union Pacific Land Resources Corporation, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, Union Pacific Railroad Company, has caused these presents to be sealed with its corporate seal and to be signed by one of its Vice Presidents and attested by its Secretary the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY,

By *W. S. C.*
Vice President

In Presence of:
R. B. G.

Attest:
C. M. Olson

[SEAL]



STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 31st day of March, 1971, before me, a Notary Public in and for the County and State of New York, personally appeared W. S. COOK to me personally known, and to me personally known to be a Vice President of UNION PACIFIC RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say he is a Vice President of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said W. S. COOK acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

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

My commission expires March 30, 1972

Elizabeth L. Galpine (Vella)
Notary Public

ELIZABETH L. GALPINE (VELLA)
Notary Public, State of New York
No. 206451303
Qualified in Nassau County
Certificate Filed in N.Y. Co. Clk's Office
Commission Expires March 30, 1972.

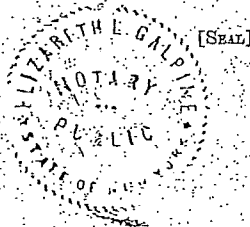


EXHIBIT A

BOOK 1920 PAGE 250
COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP.	RANGE
ALL	01	04S	057W
ALL	03	04S	057W
ALL	05	04S	057W
ALL	07	04S	057W
ALL	09	04S	057W
ALL	11	04S	057W
ALL	13	04S	057W
ALL	15	04S	057W
ALL	17	04S	057W
ALL	19	04S	057W
ALL	21	04S	057W
ALL	23	04S	057W
ALL	25	04S	057W
ALL	27	04S	057W
ALL	29	04S	057W
ALL	31	04S	057W
ALL	33	04S	057W
ALL	35	04S	057W
ALL	01	05S	057W
ALL	03	05S	057W
ALL	05	05S	057W
ALL	07	05S	057W
ALL	09	05S	057W
ALL	11	05S	057W
ALL	13	05S	057W
ALL	15	05S	057W
ALL	17	05S	057W
ALL	19	05S	057W
ALL	21	05S	057W
ALL	23	05S	057W
ALL	25	05S	057W
ALL	27	05S	057W
ALL	29	05S	057W
ALL	31	05S	057W
ALL	33	05S	057W
ALL	35	05S	057W
ALL	01	04S	058W
ALL	03	04S	058W
ALL	05	04S	058W
ALL	07	04S	058W
ALL	09	04S	058W
ALL	11	04S	058W
ALL	13	04S	058W
ALL	15	04S	058W
ALL	17	04S	058W
ALL	19	04S	058W
ALL	21	04S	058W
ALL	23	04S	058W
ALL	25	04S	058W
ALL	27	04S	058W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4", SUCH FIGURE MEANS RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 251 2
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	29	04S	058W
ALL	31	04S	058W
ALL	33	04S	058W
ALL	35	04S	058W
ALL	01	05S	058W
ALL	03	05S	058W
ALL	05	05S	058W
ALL	07	05S	058W
ALL	09	05S	058W
ALL	11	05S	058W
ALL	13	05S	058W
ALL	15	05S	058W
ALL	17	05S	058W
ALL	19	05S	058W
ALL	21	05S	058W
ALL	23	05S	058W
ALL	25	05S	058W
ALL	27	05S	058W
ALL	29	05S	058W
ALL	31	05S	058W
ALL	33	05S	058W
ALL	35	05S	058W
ALL	01	04S	059W
ALL	03	04S	059W
ALL	05	04S	059W
ALL	07	04S	059W
ALL	09	04S	059W
ALL	11	04S	059W
ALL	13	04S	059W
ALL	15	04S	059W
ALL	17	04S	059W
ALL	19	04S	059W
ALL	21	04S	059W
ALL	23	04S	059W
ALL	25	04S	059W
ALL	27	04S	059W
ALL	29	04S	059W
ALL	31	04S	059W
ALL	33	04S	059W
ALL	35	04S	059W
ALL	01	05S	059W
ALL	03	05S	059W
ALL	05	05S	059W
ALL	07	05S	059W
ALL	09	05S	059W
ALL	11	05S	059W
ALL	13	05S	059W
ALL	15	05S	059W
ALL	17	05S	059W
ALL	19	05S	059W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
 FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
 WEST HALF AND E2W MEANS SOUTH WEST QUARTER.

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	21	05S	059W
ALL	23	05S	059W
ALL	25	05S	059W
ALL	27	05S	059W
ALL	29	05S	059W
ALL	31	05S	059W
ALL	33	05S	059W
ALL	35	05S	059W
ALL	01	04S	060W
ALL	03	04S	060W
ALL	05	04S	060W
ALL	07	04S	060W
ALL	09	04S	060W
ALL	11	04S	060W
ALL	13	04S	060W
ALL	15	04S	060W
NW4 & S2	17	04S	060W
ALL	19	04S	060W
ALL	21	04S	060W
ALL	23	04S	060W
ALL	25	04S	060W
ALL	27	04S	060W
ALL	29	04S	060W
ALL	31	04S	060W
ALL	33	04S	060W
ALL	35	04S	060W
ALL	01	05S	060W
ALL	03	05S	060W
ALL	05	05S	060W
ALL	07	05S	060W
ALL	09	05S	060W
ALL	11	05S	060W
ALL	13	05S	060W
PT E2	15	05S	060W
SW4 & PT OF NW4	17	05S	060W
ALL	19	05S	060W
ALL	21	05S	060W
ALL	23	05S	060W
ALL	25	05S	060W
ALL	27	05S	060W
ALL	29	05S	060W
ALL	31	05S	060W
ALL	33	05S	060W
ALL	35	05S	060W
ALL	01	04S	061W
ALL	03	04S	061W
ALL	05	04S	061W
ALL	07	04S	061W
ALL	09	04S	061W

WHERE THE DIRECT TWP SYMBOL IS FOLLOWED BY THE
 FIGURE "01" OR "02" SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
 WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 253
PAGE 4

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION

SEC. TWP. RANGE

ALL	11	04S	061W
ALL	13	04S	061W
ALL	15	04S	061W
ALL	17	04S	061W
W2	19	04S	061W
ALL	21	04S	061W
ALL	23	04S	061W
ALL	25	04S	061W
ALL	27	04S	061W
ALL	29	04S	061W
ALL	31	04S	061W
ALL	33	04S	061W
ALL	35	04S	061W
ALL	01	05S	061W
ALL	03	05S	061W
ALL	05	05S	061W
ALL	07	05S	061W
ALL	09	05S	061W
ALL	11	05S	061W
ALL	13	05S	061W
ALL	15	05S	061W
ALL	17	05S	061W
ALL	19	05S	061W
ALL	21	05S	061W
ALL	23	05S	061W
ALL	25	05S	061W
ALL	27	05S	061W
ALL	29	05S	061W
ALL	31	05S	061W
ALL	33	05S	061W
ALL	35	05S	061W
ALL	01	04S	062W
ALL	03	04S	062W
ALL	05	04S	062W
ALL	07	04S	062W
ALL	09	04S	062W
ALL	11	04S	062W
ALL	13	04S	062W
ALL	15	04S	062W
ALL	17	04S	062W
ALL	19	04S	062W
ALL	21	04S	062W
ALL	23	04S	062W
ALL	25	04S	062W
ALL	27	04S	062W
ALL	29	04S	062W
ALL	31	04S	062W
ALL	33	04S	062W
ALL	35	04S	062W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4", IT IS UNDERSTOOD TO REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS; SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH-WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 254
PAGE 5COUNTY OF ARAPAHOE
STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	01	05S	062W
ALL	03	05S	062W
ALL	05	05S	062W
ALL	07	05S	062W
ALL	09	05S	062W
ALL	11	05S	062W
ALL	13	05S	062W
ALL	15	05S	062W
ALL	17	05S	062W
ALL	19	05S	062W
ALL	21	05S	062W
ALL	23	05S	062W
ALL	25	05S	062W
ALL	27	05S	062W
ALL	29	05S	062W
ALL	31	05S	062W
ALL	33	05S	062W
ALL	35	05S	062W
ALL	01	04S	063W
ALL	03	04S	063W
ALL	05	04S	063W
ALL	07	04S	063W
ALL	09	04S	063W
ALL	11	04S	063W
ALL	13	04S	063W
ALL	17	04S	063W
ALL	19	04S	063W
ALL	21	04S	063W
ALL	23	04S	063W
ALL	25	04S	063W
ALL	27	04S	063W
N2	27	04S	063W
S2	29	04S	063W
ALL	33	04S	063W
ALL	35	04S	063W
ALL	01	05S	063W
ALL	03	05S	063W
ALL	09	05S	063W
ALL	11	05S	063W
ALL	13	05S	063W
ALL	15	05S	063W
ALL	21	05S	063W
ALL	23	05S	063W
ALL	25	05S	063W
ALL	27	05S	063W
ALL	33	05S	063W
ALL	35	05S	063W
ALL	01	04S	064W
ALL	03	04S	064W
N2 & SW4	03	04S	064W
SE4			

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 255

PAGE 6

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
SW4	05	04S	064W
ALL	07	04S	064W
N2 & SW4	09	04S	064W
ALL	11	04S	064W
ALL	13	04S	064W
N2 & SE4	15	04S	064W
ALL	17	04S	064W
ALL	19	04S	064W
H2	21	04S	064W
ALL	23	04S	064W
ALL	01	04S	065W
ALL	03	04S	065W
ALL	05	04S	065W
ALL	07	04S	065W
ALL	09	04S	065W
ALL	11	04S	065W
ALL	13	04S	065W
ALL	15	04S	065W
ALL	17	04S	065W
ALL	19	04S	065W
ALL	23	04S	065W
ALL	25	04S	065W
ALL	27	04S	065W
ALL	29	04S	065W
ALL	07	05S	065W
ALL	19	05S	065W
ALL	29	05S	065W
ALL	01	04S	066W
ALL	03	04S	066W
SW4	05	04S	066W
SE4	09	04S	066W
STRIP ON N & E SIDES OF SEC.	11	04S	066W
NE4, 2 PT OF SE4	13	04S	066W
ALL	17	04S	066W
NW4 & S2	19	04S	066W
S2	21	04S	066W
ALL	25	04S	066W
ALL	27	04S	066W
ALL	01	05S	066W
ALL	03	05S	066W
ALL	11	05S	066W
E2 & SE2 NW4	11	05S	066W
W2 NW4, SW4	13	05S	066W
ALL	19	05S	066W
N2 SE4, SW4 & SW4 SE4	21	05S	066W
ALL	23	05S	066W
ALL	25	05S	066W
E2	25	05S	066W
H2	27	05S	066W
ALL	29	05S	066W
NE4			

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4" WITH FIGURES REFER RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 256

PAGE 7

COUNTY OF ARAPAHOE

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
ALL	31	05S	066W
N2 & SE4	33	05S	066W
N2 SW4	33	05S	066W
ALL	35	05S	066W
ALL	13	04S	067W
SE4	33	04S	067W
NE4	35	04S	067W
ALL	05	05S	067W
ALL	09	05S	067W
ALL	15	05S	067W
ALL	17	05S	067W
ALL	29	05S	067W
N2 & SW4	33	05S	067W
SE4	33	05S	068W
ALL	35	05S	068W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURES W2 OR W4 OR SW4 REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 257

PAGE 8

CITY OF DEER TRAIL

COUNTY OF ARAPAHOE

STATE OF COLORADO

LOT

BLOCK

1-8 INCL. ORIGINAL TOWN
1-8 INCL. ORIGINAL TOWN
9-8-10 UP LAND CO 1ST ADD
ALL UP LAND CO 1ST ADD
1-8 INCL. ORIGINAL TOWN
1-6 INCL. UP LAND CO 2ND ADD.
5-8 INCL. ORIGINAL TOWN
1-13 INCL. UP LAND CO 2ND ADD.
5-8 INCL. ORIGINAL TOWN
1-12 INCL. UP LAND CO 2ND ADD.
5-7 INCL. ORIGINAL TOWN
1-7 INCL. UP LAND CO 2ND ADD.
2 & 3 ORIGINAL TOWN
FRACTIONAL ORIGINAL TOWN
1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
2-8 INCL. ORIGINAL TOWN
1-16 INCL. UP LAND CO 2ND ADD.
1-8 INCL. ORIGINAL TOWN
1-13 & 16 UP LAND CO 2ND ADD.
1-8 INCL. ORIGINAL TOWN
1-7 INCL. ORIGINAL TOWN
10-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
1-7 INCL. ORIGINAL TOWN
FRACTIONAL ORIGINAL TOWN
1-8 & 10-16 UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
1-5 INCL. ORIGINAL TOWN
1-16 INCL. UP LAND CO 2ND ADD.
1-8 INCL. ORIGINAL TOWN
ALL UP LAND CO 2ND ADD
1-8 INCL. ORIGINAL TOWN
ALL UP LAND CO 2ND ADD
1-6 INCL. ORIGINAL TOWN
1-16 INCL. UP LAND CO 2ND ADD.
1-3 INCL. ORIGINAL TOWN
1-3 INCL. ORIGINAL TOWN
9-16 INCL. UP LAND CO 2ND ADD.
1 & 2 ORIGINAL TOWN
1-16 INCL. UP LAND CO ADD.
1-16 INCL. UP LAND CO 2ND ADD.
9-16 INCL. UP LAND CO 2ND ADD.
9-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
1-10 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.
1-4 INCL. UP LAND CO 2ND ADD.
1-12 INCL. UP LAND CO 2ND ADD.

001
002
002
003
003
004
004
005
005
006
006
007
007
008
008
009
009
010
010
011
011
012
012
012
013
013
014
014
015
015
016
016
017
017
018
018
019
019
020
020
021
022
023
024
028
029
030
031
032
033
034
035
036

EXHIBIT A

CITY OF DEER TRAIL

COUNTY OF ARAPAHOE

STATE OF COLORADO

LOT

BLOCK

1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
9-16 INCL. UP LAND CO 2ND ADD.
9-15 INCL. UP LAND CO 2ND ADD.
1-8 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.
1-4 INCL. UP LAND CO 2ND ADD.
1-10 INCL. UP LAND CO 2ND ADD.
1-7 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.

037
038
039
044
045
046
047
048
049
050

61-

AB189797
11/23/98 16:01:20
PG: 0001-012
61.00 DOC FEE: 0.00
DONETTA DAVIDSON
ARAPAHOE COUNTY

RELEASE AND QUITCLAIM DEED

THIS DEED is made as of September 28, 1995 (the "Effective Date"), between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Railroad") and UNION PACIFIC LAND RESOURCES CORPORATION, a Nebraska corporation ("Resources").

RECITALS:

A. By deed(s) filed in the deed records of Arapahoe County, Colorado, on April 16, 1971, in Book 1920 at Page 247, Railroad quitclaimed to Resources all of Railroad's right, title and interest in and to the lands described in **Exhibit A** attached hereto and made a part hereof (the "Property"), and reserved unto itself, its successors and assigns, the following:

"...its railroad operating rights of way, together with all its right, title and interest in the lands upon which any such rights of way are located, and in and to any and all lands used or held for use in transportation service, ...".

B. Resources desires that the reservation recited in Paragraph A above (the "General Railroad Reservation") be modified by the cancellation and release of the General Railroad Reservation as to any and all portions of the Property which are owned of record in fee on the Effective Date by Resources, Union Pacific Resources Group Inc., Union Pacific Resources Company or Rock Springs Royalty Company, and the substitution of certain other rights to be granted by Resources to Railroad by separate instruments of even date herewith.

C. Railroad is agreeable to such cancellation and release of the General Railroad Reservation.

2/12

RELEASE AND QUITCLAIM:

Railroad, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, REMISES, RELEASES AND QUITCLAIMS to Resources, its successors and assigns, all of Railroad's right, title and interest which Railroad has in the Property by virtue of the General Railroad Reservation, excepting from this Release and Quitclaim and reserving unto Railroad, its successors and assigns, (1) the General Railroad Reservation in and to any and all portions of the Property which are not owned of record in fee by Resources on the Effective Date, and (2) Railroad's right, title and interest in the Property, if any, which Railroad has other than by virtue of the General Railroad Reservation.

TO HAVE AND TO HOLD such right, title and interest in and to the Property attributable to the General Railroad Reservation unto Resources, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Release and Quitclaim as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY

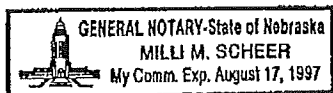
By: 
Title: Assistant Vice President

3/12

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On September 28, 1995, before me, a Notary Public in and for said County and State, personally appeared R. D. Uhrich, Assistant Vice President of Union Pacific Railroad Company, a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Milli M. Scheer
Notary Public

EXHIBIT A

BOOK 1920 PAGE 250
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

4/12

DESCRIPTION	SEC	TWP	RANGE
ALL	01	04S	057W
ALL	03	04S	057W
ALL	05	04S	057W
ALL	07	04S	057W
ALL	09	04S	057W
ALL	11	04S	057W
ALL	13	04S	057W
ALL	15	04S	057W
ALL	17	04S	057W
ALL	19	04S	057W
ALL	21	04S	057W
ALL	23	04S	057W
ALL	25	04S	057W
ALL	27	04S	057W
ALL	29	04S	057W
ALL	31	04S	057W
ALL	33	04S	057W
ALL	35	04S	057W
ALL	01	05S	057W
ALL	03	05S	057W
ALL	05	05S	057W
ALL	07	05S	057W
ALL	09	05S	057W
ALL	11	05S	057W
ALL	13	05S	057W
ALL	15	05S	057W
ALL	17	05S	057W
ALL	19	05S	057W
ALL	21	05S	057W
ALL	23	05S	057W
ALL	25	05S	057W
ALL	27	05S	057W
ALL	29	05S	057W
ALL	31	05S	057W
ALL	33	05S	057W
ALL	35	05S	057W
ALL	01	04S	058W
ALL	03	04S	058W
ALL	05	04S	058W
ALL	07	04S	058W
ALL	09	04S	058W
ALL	11	04S	058W
ALL	13	04S	058W
ALL	15	04S	058W
ALL	17	04S	058W
ALL	19	04S	058W
ALL	21	04S	058W
ALL	23	04S	058W
ALL	25	04S	058W
ALL	27	04S	058W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
 FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
 WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

REORGEXD-34

EXHIBIT A

BOOK 1920 PAGE 251
 COUNTY OF ARAPAHOE
 STATE OF COLORADO

2

5/12

DESCRIPTION	SEC	TWP	RANGE
ALL	29	04S	058W
ALL	31	04S	058W
ALL	33	04S	058W
ALL	35	04S	058W
ALL	01	05S	058W
ALL	03	05S	058W
ALL	05	05S	058W
ALL	07	05S	058W
ALL	09	05S	058W
ALL	11	05S	058W
ALL	13	05S	058W
ALL	15	05S	058W
ALL	17	05S	058W
ALL	19	05S	058W
ALL	21	05S	058W
ALL	23	05S	058W
ALL	25	05S	058W
ALL	27	05S	058W
ALL	29	05S	058W
ALL	31	05S	058W
ALL	33	05S	058W
ALL	35	05S	058W
ALL	01	04S	059W
ALL	03	04S	059W
ALL	05	04S	059W
ALL	07	04S	059W
ALL	09	04S	059W
ALL	11	04S	059W
ALL	13	04S	059W
ALL	15	04S	059W
ALL	17	04S	059W
ALL	19	04S	059W
ALL	21	04S	059W
ALL	23	04S	059W
ALL	25	04S	059W
ALL	27	04S	059W
ALL	29	04S	059W
ALL	31	04S	059W
ALL	33	04S	059W
ALL	35	04S	059W
ALL	01	05S	059W
ALL	03	05S	059W
ALL	05	05S	059W
ALL	07	05S	059W
ALL	09	05S	059W
ALL	11	05S	059W
ALL	13	05S	059W
ALL	15	05S	059W
ALL	17	05S	059W
ALL	19	05S	059W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
 FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
 TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
 WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

COUNTY OF ARAPAHOE

STATE OF COLORADO

SEC TRP RANGE

21	05S	059H
23	05S	059H
25	05S	059H
27	05S	059H
29	05S	059H
31	05S	059H
33	05S	059H
35	05S	059H
01	04S	060W
03	04S	060W
05	04S	060W
07	04S	060W
09	04S	060W
11	04S	060W
13	04S	060W
15	04S	060W
17	04S	060W
19	04S	060W

21	04S	060W
23	04S	060W
25	04S	060W
27	04S	060W
29	04S	060W
31	04S	060W
33	04S	060W
35	04S	060W
01	05S	060W
03	05S	060W
05	05S	060W
07	05S	060W
09	05S	060W
11	05S	060W
13	05S	060W
15	05S	060W
17	05S	060W

19 055. 060W

21 055 060W

23 055 060H

25 055 060H

23 055 060H

27 12 550 550 060H

29 055 050H
30 055 060H

31 055 055W
178 060W

33 055 060W
055 060W

35 055 000000

01 045 0617

03 045 061

05 045 061

07 045 061

00 045 061

032. 033

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4", HALF FIGURES REFER RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

COUNTY OF ARAPAHOE

STATE OF COLORADO

SEC	TMP	RANGE
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100
31	100	100
32	100	100
33	100	100
34	100	100
35	100	100
36	100	100
37	100	100
38	100	100
39	100	100
40	100	100
41	100	100
42	100	100
43	100	100
44	100	100
45	100	100
46	100	100
47	100	100
48	100	100
49	100	100
50	100	100
51	100	100
52	100	100
53	100	100
54	100	100
55	100	100
56	100	100
57	100	100
58	100	100
59	100	100
60	100	100
61	100	100
62	100	100
63	100	100
64	100	100
65	100	100
66	100	100
67	100	100
68	100	100
69	100	100
70	100	100
71	100	100
72	100	100
73	100	100
74	100	100
75	100	100
76	100	100
77	100	100
78	100	100
79	100	100
80	100	100
81	100	100
82	100	100
83	100	100
84	100	100
85	100	100
86	100	100
87	100	100
88	100	100
89	100	100
90	100	100
91	100	100
92	100	100
93	100	100
94	100	100
95	100	100
96	100	100
97	100	100
98	100	100
99	100	100
100	100	100

11	04S	061W
13	04S	061W
15	04S	061W
17	04S	061W
19	04S	061W
21	04S	061W
23	04S	061W
25	04S	061W
27	04S	061W
29	04S	061W
31	04S	061W
33	04S	061W
35	04S	061W
01	05S	061W
03	05S	061W
05	05S	061W
07	05S	061W
09	05S	061W
11	05S	061W
13	05S	061W
15	05S	061W
17	05S	061W
19	05S	061W
21	05S	061W
23	05S	061W
25	05S	061W
27	05S	061W
29	05S	061W
31	05S	061W
33	05S	061W
35	05S	061W
01	04S	062W
03	04S	062W
05	04S	062W
07	04S	062W
09	04S	062W
11	04S	062W
13	04S	062W
15	04S	062W
17	04S	062W
19	04S	062W
21	04S	062W
23	04S	062W
25	04S	062W
27	04S	062W
29	04S	062W
31	04S	062W
33	04S	062W
35	04S	062W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

EXHIBIT A

BOOK 1920 PAGE 255
PAGE 6

COUNTY OF ARAPAHOE 9/12

STATE OF COLORADO

DESCRIPTION	SEC	TWP	RANGE
SW4	05	04S	064W
ALL	07	04S	064W
N2 & SW4	09	04S	064W
ALL	11	04S	064W
ALL	13	04S	064W
N2 & SE4	15	04S	064W
ALL	17	04S	064W
ALL	19	04S	064W
W2	21	04S	064W
ALL	23	04S	064W
ALL	01	04S	065W
ALL	03	04S	065W
ALL	05	04S	065W
ALL	07	04S	065W
ALL	09	04S	065W
ALL	11	04S	065W
ALL	13	04S	065W
ALL	15	04S	065W
ALL	17	04S	065W
ALL	19	04S	065W
ALL	23	04S	065W
ALL	25	04S	065W
ALL	27	04S	065W
ALL	29	04S	065W
ALL	07	05S	065W
ALL	19	05S	065W
ALL	29	05S	065W
ALL	01	04S	066W
SW4	03	04S	066W
SE4	05	04S	066W
STRIP ON N & E SIDES OF SEC.	09	04S	066W
NE4, & PT OF SE4	11	04S	066W
ALL	13	04S	066W
NW4 & S2	17	04S	066W
S2	19	04S	066W
ALL	21	04S	066W
ALL	25	04S	066W
ALL	27	04S	066W
ALL	01	05S	066W
ALL	03	05S	066W
E2 & E2 NW4	11	05S	066W
W2 NW4, SW4	11	05S	066W
ALL	13	05S	066W
N2 SE4, SW4 & SW4 SE4	19	05S	066W
ALL	21	05S	066W
ALL	23	05S	066W
E2	25	05S	066W
W2	25	05S	066W
ALL	27	05S	066W
NE4	29	05S	066W

WHERE THE DIRECTIONAL SYMBOL IS FOLLOWED BY THE
FIGURE "2" OR "4", SUCH FIGURES REFER RESPECTIVELY
TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS
WEST HALF AND SW4 MEANS SOUTH WEST QUARTER.

COUNTY OF ARAPAHOE

STATE OF COLORADO

ALL
N2 & SE4
N2 SW4
ALL
ALL
SE4
NE4
ALL
ALL
ALL
ALL
ALL
N2 & SW4
SE4
ALL

SEC	TRF	RANGE
31	05S	066W
33	05S	066W
33	05S	066W
35	05S	066W
13	04S	067W
33	04S	067W
35	04S	067W
05	05S	067W
09	05S	067W
15	05S	067W
17	05S	067W
29	05S	067W
33	05S	067W
33	05S	068W
35	05S	068W

WHERE THE DESIGNAL SYMBOL IS FOLLOWED BY THE FIGURE "2" OR "4", THE FIGURES REFER RESPECTIVELY TO HALF AND QUARTER SECTIONS, SUCH AS W2 MEANS WEST HALF AND SW4 MEANS SOUTH WEST QUARTER,

EXHIBIT A

BOOK 1920 PAGE 257

PAGE 8

CITY OF DEER TRAIL

COUNTY OF ARAPAHOE

STATE OF COLORADO

LOT	BLOCK
1-8 INCL. ORIGINAL TOWN	001
1-8 INCL. ORIGINAL TOWN	002
9 & 10 UP LAND CO 1ST ADD	002
ALL UP LAND CO 1ST ADD	003
1-8 INCL. ORIGINAL TOWN	003
1-6 INCL. UP LAND CO 2ND ADD.	004
5-8 INCL. ORIGINAL TOWN	004
1-13 INCL. UP LAND CO 2ND ADD.	005
5-8 INCL. ORIGINAL TOWN	005
1-12 INCL. UP LAND CO 2ND ADD.	006
5-7 INCL. ORIGINAL TOWN	006
1-7 INCL. UP LAND CO 2ND ADD.	007
2 & 3 ORIGINAL TOWN	007
FRACTIONAL ORIGINAL TOWN	008
1-16 INCL. UP LAND CO 2ND ADD.	008
1-16 INCL. UP LAND CO 2ND ADD.	009
2-8 INCL. ORIGINAL TOWN	009
1-16 INCL. UP LAND CO 2ND ADD.	010
1-8 INCL. ORIGINAL TOWN	010
1-13 & 16 UP LAND CO 2ND ADD.	011
1-8 INCL. ORIGINAL TOWN	011
1-7 INCL. ORIGINAL TOWN	012
10-16 INCL. UP LAND CO 2ND ADD.	012
1-16 INCL. UP LAND CO 2ND ADD.	013
1-7 INCL. ORIGINAL TOWN	013
FRACTIONAL ORIGINAL TOWN	014
1-8 & 10-16 UP LAND CO 2ND ADD.	014
1-16 INCL. UP LAND CO 2ND ADD.	015
1-5 INCL. ORIGINAL TOWN	015
1-16 INCL. UP LAND CO 2ND ADD.	016
1-8 INCL. ORIGINAL TOWN	016
ALL UP LAND CO 2ND ADD	017
1-8 INCL. ORIGINAL TOWN	017
ALL UP LAND CO 2ND ADD	018
1-6 INCL. ORIGINAL TOWN	018
1-16 INCL. UP LAND CO 2ND ADD.	019
1-3 INCL. ORIGINAL TOWN	019
1-8 INCL. ORIGINAL TOWN	020
9-16 INCL. UP LAND CO 2ND ADD.	020
1 & 2 ORIGINAL TOWN	021
1-16 INCL. UP LAND CO ADD.	022
1-16 INCL. UP LAND CO 2ND ADD.	023
9-16 INCL. UP LAND CO 2ND ADD.	024
9-16 INCL. UP LAND CO 2ND ADD.	028
1-16 INCL. UP LAND CO 2ND ADD.	029
1-16 INCL. UP LAND CO 2ND ADD.	030
1-16 INCL. UP LAND CO 2ND ADD.	031
1-16 INCL. UP LAND CO 2ND ADD.	032
1-10 INCL. UP LAND CO 2ND ADD.	033
ALL UP LAND CO 2ND ADD.	034
1-4 INCL. UP LAND CO 2ND ADD.	035
1-12 INCL. UP LAND CO 2ND ADD.	036

EXHIBIT A

BOOK 1920 PAGE 258

PAGE 9

CITY OF DEER TRAIL

COUNTY OF ARAPAHOE

STATE OF COLORADO

LOT

BLOCK

1-16 INCL. UP LAND CO 2ND ADD.
1-16 INCL. UP LAND CO 2ND ADD.
9-16 INCL. UP LAND CO 2ND ADD.
9-15 INCL. UP LAND CO 2ND ADD.
1-8 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.
1-4 INCL. UP LAND CO 2ND ADD.
1-10 INCL. UP LAND CO 2ND ADD.
1-7 INCL. UP LAND CO 2ND ADD.
ALL UP LAND CO 2ND ADD.

037
038
039
044
045
046
047
048
049
050

AFTER RECORDING RETURN TO:
COLORADO CHRISTIAN FELLOWSHIP
10630 E. ILIFF AVENUE
AURORA, CO 80014

11
Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B8007035
Receipt #: 5377948
Pages Recorded: 2
Date Recorded: 1/17/2008 9:47:36 AM
Recording Fee: \$11.00
12

MINERAL QUIT CLAIM DEED

Buckboard Limited Liability Co., a Colorado limited liability company ("Grantor"), whose street address is 631 Salida Way, Suite A-4, Aurora, Colorado 80011, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by Colorado Christian Fellowship, Inc., a Colorado nonprofit corporation ("Grantee"), whose street address is 10630 East Iliff Avenue, Aurora, Colorado 80014, hereby sells and quit claims any and all of Grantor's rights, if any, to oil, gas and other minerals in and under and that may be produced from the following real property to wit:

See Exhibit A attached hereto and by this reference incorporated herein (the "Property")

with all its appurtenances and privileges.

Signed this 11th day of January, 2008.

Buckboard Limited Liability Co., a
Colorado limited liability company

By:

Kathleen A. Mansfield-Hall
Kathleen A. Mansfield-Hall
Managing Member

STATE OF COLORADO)

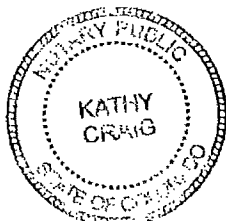
COUNTY OF Denver)

) ss

The foregoing instrument was acknowledged before me this 11th day of January, 2008 by Kathleen A. Mansfield-Hall, Managing Member of Buckboard Limited Liability Co., a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 4-20-11



My Commission Expires 04/20/2011

Kathy Craig
Notary Public

Exhibit A

A parcel of land located in the NE ¼ of Section 11, TWP 4 South, Range 66 West of the 6th P.M., Arapahoe County, Colorado, described as follows:

Commencing at the N ¼ corner of said Section 11; Thence Southerly along the North-South centerline of said Section 11, a distance of 30.00 feet to the point of beginning; thence continuing along the last described course, a distance of 753.32 feet; thence along a deflection angle to the left of 89 degrees 36' 12", and parallel with the North line of said Section 11, a distance of 1155.52 feet; thence on a deflection angle to the left of 90 degrees 14' 43", and parallel with the East line of said Section 11, a distance of 753.31 feet to a point lying on the South right-of-way line of E, 6th Avenue, said point being 1486.01 feet West of the NE corner of said Section 11; thence on a deflection angle to the left of 89 degrees 45' 17", and parallel with the North line of said Section 11, a distance of 1157.51 feet to the point of beginning.

5 24th T. VERNE DWYER
OIL & GAS INVESTMENTS
508 WEST WALL, SUITE 403
MIDLAND, TEXAS 79701

OIL AND GAS LEASE

Producers 88 - Paid Up
Rev. 2008

THIS LEASE AGREEMENT is made as of the 4th day of August, 2011, between Colorado Christian Fellowship INC., a Colorado non-profit corporation, whose address is 10682 East Illiff Avenue, Aurora, CO 80014, as Lessor (whether one or more), and T. Verne Dwyer, whose address is 508 West Wall, Suite 403, Midland, Texas 79701, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

See Exhibit "A" attached hereto and made a part hereof for legal description and additional provisions.

In the County of Arapahoe, State of Colorado, containing 60.52 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise, but not by actual purchase), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered, subject to the approval of the Lessor's Attorney. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression, and water disposal. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

3. This lease shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 120 days after completion of operations on such dry hole or within 120 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 120 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

5. If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90-day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90-day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

6. For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive as its royalty 20.00% of the sales proceeds actually received by lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other

treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale.

Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arm's-length transaction that is utilized.

7. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.

8. Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production from a unit. Upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

9. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

10. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall not be relieved of any obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall be binding on the Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each. Lessee shall provide written notice to Lessor of any transfer of interest in this Oil and Gas Lease.

11. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

13. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

15. Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

16. The primary term of this lease may, at LESSEE'S option, be extended as to all or a portion of the lands covered hereby for an additional three (3) years commencing on the date that the lease would have expired but for the extension. LESSEE may exercise its option by paying or tendering to LESSOR an extension payment equal to the bonus amount tendered by Lessee at the time of the execution of this lease. In the event that LESSEE exercises this option and tenders such option payment to LESSOR, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term.

17. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the afore described lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR

Colorado Christian Fellowship INC., a Colorado non-profit corporation

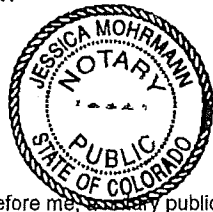
By: [Signature]

Printed Name: JC Hendrix

Its: Executive Pastor

ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Adams)s



On this 4th day of August, 2011, before me, [Signature] Notary Public in and for the above county and state, personally appeared JC Hendrix as Executive Pastor of Colorado Christian Fellowship INC., a Colorado non-profit corporation, known to me to be the identical person described in and who executed the within and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires 7/31/2013

[Signature]
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 4, 2011, by and between Colorado Christian Fellowship INC., a Colorado non-profit corporation, as Lessor and T. Verne Dwyer, as Lessee.

LEGAL DESCRIPTION:

Township 4 South, Range 66 West, 6th P.M.

A PARCEL OF LAND IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 11 DESCRIBED AS THE FOLLOWING; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 240 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF PICCADILLY ROAD; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 1456 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 543.31 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1155.52 FEET TO A POINT LYING ON THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 23 MINUTES 48 SECONDS AND ALONG SAID WEST LINE A DISTANCE OF 432.23 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 36 MINUTES 12 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ A DISTANCE 2192.68 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 945.53 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 A DISTANCE OF 417.70 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PICCADILLY ROAD; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 11 DESCRIBED AS THE FOLLOWING; BEGINNING AT THE NORTHEAST CORNER OF SECTION 11; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 270 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF PICCADILLY ROAD; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 417 FEET, THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 945.33 FEET; THENCE ON A LINE OF SAID SECTION 11 A DISTANCE OF 417.70 FEET TO A POINT LYING ON SAID RIGHT-OF-WAY LINE; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 FEET 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11 AND ALONG THE WEST RIGHT-OF-WAY LINE A DISTANCE OF 945.53 FEET TO THE POINT OF BEGINNING

A PARCEL OF LAND IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 11 DESCRIBED AS THE FOLLOWING; BEGINNING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 753.32 FEET; THENCE ALONG A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 36 FEET 12 SECONDS, AND PARALLEL WITH THE NORTH LINE OF SECTION 11, A DISTANCE OF 1155.52 FEET, THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS, AND PARALLEL WITH EAST LINE OF SAID SECTION 11, A DISTANCE OF 753.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF EAST 6TH AVENUE, SAID POINT BEING 1486.01 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 11; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 45 MINUTES 17 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1157.51 FEET TO THE POINT OF BEGINNING.

COUNTY OF ARAPAHOE,
STATE OF COLORADO

These Additional Provisions shall supersede and take precedence over any/all Terms and Conditions as stated in the original Oil and Gas Lease Agreement.

ADDITIONAL PROVISIONS:

(1) The shut-in clause contained in this Oil and Gas Lease shall not operate to maintain this lease for periods in excess of twenty-four (24) consecutive months after the expiration of the primary term.

(2) Lessor's land shall be pooled or unitized on tracts not greater than 640 acres without the prior written consent of Lessor.


(3) Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those lands within a production or drill site spacing unit prescribed by the Colorado Oil and Gas Conservation Commission ("COGCC") on which is located a producing oil and/or gas well or on which Lessee is engaged in drilling or reworking operations. Absent an order or ruling sanctioned by the COGCC to the contrary, a drill site spacing unit shall not exceed 640 acres. Larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities. However, this lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one (1) well and the beginning of operations for the drilling of another well. This lease may otherwise be maintained in force and effect, either in whole or part, by any other manner herein provided.

(4) No access to or for surface operations of any kind, or drilling operations shall be conducted on the surface of the described lands, nor shall any drilling or production operations interfere with any future civil work and surface construction to be accomplished on the land by the Lessor, without prior consent of Lessor.

(5) Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims, demands and causes of action and damages arising out of or resulting from operations of or for Lessee hereunder, except for such claims, demands, causes of action and damages as arise out of the negligence or willful misconduct of Lessor.

Signed for Identification:

By



Of Colorado Christian Fellowship INC, a Colorado non-profit corporation

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 4th day of August, 2011, a certain oil and gas lease was made, executed, and delivered by Colorado Christian Fellowship Inc., a Colorado non-profit organization, with a post office address of 10682 East Illiff Avenue, Aurora, CO 80014, as Lessor, to T. Verne Dwyer, as Lessee, covering the following-described lands in Arapahoe County, State of Colorado, to-wit:

Township 4 South, Range 66 West, 6th P.M.

Section 11:

A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 11 DESCRIBED AS THE FOLLOWING; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 240 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF PICCADILLY ROAD; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 1456 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 543.31 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1155.52 FEET TO A POINT LYING ON THE WEST LINE OF SAID NORTHEAST ¼; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 23 MINUTES 48 SECONDS AND ALONG SAID WEST LINE A DISTANCE OF 432.23 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 36 MINUTES 12 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST ¼ A DISTANCE 2192.68 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 945.53 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 A DISTANCE OF 417.70 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PICCADILLY ROAD; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 11 DESCRIBED AS THE FOLLOWING; BEGINNING AT THE NORTHEAST CORNER OF SECTION 11; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 270 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF PICCADILLY ROAD; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 417 FEET, THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 945.33 FEET; THENCE ON A LINE OF SAID SECTION 11 A DISTANCE OF 417.70 FEET TO A POINT LYING ON SAID RIGHT-OF-WAY LINE; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 FEET 43 SECONDS AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11 AND ALONG THE WEST RIGHT-OF-WAY LINE A DISTANCE OF 945.53 FEET TO THE POINT OF BEGINNING

A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 11 DESCRIBED AS THE FOLLOWING; BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 753.32 FEET; THENCE ALONG A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 36 FEET 12 SECONDS, AND PARALLEL WITH THE NORTH LINE OF SECTION 11, A DISTANCE OF 1155.52 FEET, THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 14 MINUTES 43 SECONDS, AND PARALLEL WITH EAST LINE OF SAID SECTION 11, A DISTANCE OF 753.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF EAST 6TH AVENUE, SAID POINT BEING 1486.01 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 11; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 45 MINUTES 17 SECONDS AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1157.51 FEET TO THE POINT OF BEGINNING.

said lease being recorded at Reception No. D1094947 of the official records of the Clerk and Recorder of said county, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for themselves and their successors and assigns, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise, in and to the above described lands only.

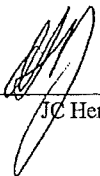
IN ADDITION, the undersigned do hereby amend and correct the description of the lands covered by the above described Oil and Gas Lease to read as follows:

Township 4 South, Range 66 West, 6th P.M.

Section 11: That part of the NE¼ as more particularly described in Special Warranty Deed recorded at Reception No. B8007034, Special Warranty Deed recorded at Reception No. B8007038, and Warranty Deed recorded at Reception No. B8073665.

EXECUTED This 29th day of March, 2012.

Colorado Christian Fellowship Inc., a Colorado non-profit corporation



JC Hendrix, Vice President

ACKNOWLEDGMENT

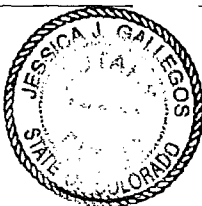
STATE OF COLORADO)
COUNTY OF Arapahoe)ss.

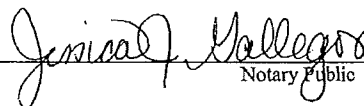
Before me, the undersigned, a Notary Public, in and for said County and State on this 29 day of March, 2012, personally appeared JC Hendrix as Vice President of Colorado Christian Fellowship Inc., a Colorado non-profit corporation, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 06/31/2015

My commission expires _____





Notary Public

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF COLORADO §
 §
COUNTY OF ARAPAHOE §

For adequate consideration received, **T. VERNE DWYER**, whose address is 508 West Wall, Suite 403, Midland, Texas 79701, hereinafter referred to as "Assignor", does hereby bargain, sell, transfer, assign and convey unto **HILCORP ENERGY I, L.P., a Texas limited partnership**, whose address is 1201 Louisiana Street, Suite 1400, Houston, Texas 77002, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "leases"), together with all amendments, ratifications, surface use agreements, and any other agreements or instruments obtained by Assignor in connection with the leases, and all interests in all personal property used or obtained in connection therewith. *fm*

Assignor does not claim any rights, interests or liens in and to the leases. Assignor further represents and warrants that he has in no way encumbered, caused to be encumbered or assigned any interest in the leases to any party other than Assignee.

This assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of July, 2012, to be effective as of the date of the respective leases assigned herein.



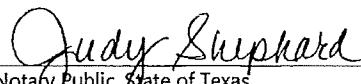
T. VERNE DWYER

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 2nd day of July, 2012, by **T. Verne Dwyer**.

My Commission Expires:

7-12-2015



Notary Public, State of Texas

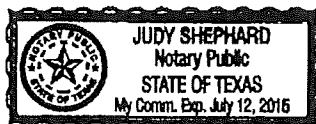


EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated July 2, 2012, between **T. Verne Dwyer**, as Assignor, and **Hilcorp Energy I, L.P.**, a Texas limited partnership, as Assignee.

Lease No. 57

Lessor: Colorado Christian Fellowship, Inc., a Colorado non-profit corporation
Lessee: T. Verne Dwyer
Lease Date: August 4, 2011
Recorded: Reception No. D1094947 in the Official Public Records of Arapahoe County, Colorado

Lease No. 59

Lessor: Elk Ridge, L.P., a Colorado limited partnership
Lessee: T. Verne Dwyer
Lease Date: September 7, 2011
Recorded: Reception No. D1115077 in the Official Public Records of Arapahoe County, Colorado

Lease No. 61

Lessor: Tanya Sue Relander, a married woman dealing in her sole and separate property
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1127355 in the Official Public Records of Arapahoe County, Colorado
As Amended: By instrument recorded at Reception No. D2038613 in the Official Public Records of Arapahoe County, Colorado

Lease No. 62

Lessor: Lucille Vallandigham, Personal Representative of The Estate of Edward James Krantz
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1127357 in the Official Public Records of Arapahoe County, Colorado

Lease No. 63

Lessor: K. Richard Engel, a single man
Lessee: T. Verne Dwyer
Lease Date: September 16, 2011
Recorded: Reception No. D1127356 in the Official Public Records of Arapahoe County, Colorado

Lease No. 76

Lessor: Hugh T. Privette and Debra V. Privette, as husband and wife
Lessee: T. Verne Dwyer
Lease Date: August 1, 2011
Recorded: Reception No. D1103878 in the Official Public Records of Arapahoe County, Colorado

Lease No. 77

Lessor: Kevin M. Martin, a married man dealing in his sole and separate property
Lessee: T. Verne Dwyer
Lease Date: August 1, 2011
Recorded: Reception No. D1103879 in the Official Public Records of Arapahoe County, Colorado

Lease No. 78

Lessor: Kevin M. Martin, a married man dealing in his sole and separate property, and Hugh T. Privette, a married man dealing in his sole and separate property
Lessee: T. Verne Dwyer
Lease Date: August 1, 2011
Recorded: Reception No. D1103881 in the Official Public Records of Arapahoe County, Colorado

Lease No. 84

Lessor: William Simons and Verna M. Simons, as husband and wife
Lessee: T. Verne Dwyer
Lease Date: August 1, 2011
Recorded: Reception No. D1109373 in the Official Public Records of Arapahoe County, Colorado

Lease No. 85

Lessor: Boris Gorsevski and Violeta Gorsevski, husband and wife
Lessee: T. Verne Dwyer
Lease Date: September 2, 2011
Recorded: Reception No. D1103880 in the Official Public Records of Arapahoe County, Colorado

Lease No. 86

Lessor: John D. Landwehr and Christy K. Landwehr, Joint Tenants
Lessee: T. Verne Dwyer
Lease Date: July 21, 2011
Recorded: Reception No. D1103877 in the Official Public Records of Arapahoe County, Colorado

Lease No. 93

Lessor: The Ruckman Family Revocable Trust dated May 31, 2007
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124419 in the Official Public Records of Arapahoe County, Colorado

Lease No. 94

Lessor: Myron Sell, a single man
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124418 in the Official Public Records of Arapahoe County, Colorado

Lease No. 95

Lessor: Rebecca K. Petriello, a married person as her separate estate
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124413 in the Official Public Records of Arapahoe County, Colorado

Lease No. 96

Lessor: Monica I. Sell, a single woman
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124417 in the Official Public Records of Arapahoe County, Colorado

Lease No. 97

Lessor: The Sherrilyn L. Coakes Living Trust dated July 3, 2002
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124414 in the Official Public Records of Arapahoe County, Colorado

Lease No. 98

Lessor: Barry B. Bounds, a married person as his separate estate
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124416 in the Official Public Records of Arapahoe County, Colorado

Lease No. 99

Lessor: The Brennan B. Bounds Trust dated February 6, 2002
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D1124415 in the Official Public Records of Arapahoe County, Colorado

Lease No. 100

Lessor: Tracy L. Weston, as Trustee of the T. L. Weston Living Trust dated July 3, 2002
Lessee: T. Verne Dwyer
Lease Date: December 6, 2011
Recorded: Reception No. D1124393 in the Official Public Records of Arapahoe County, Colorado

Lease No. 112

Lessor: Four Sell Partnership
Lessee: T. Verne Dwyer
Lease Date: September 27, 2011
Recorded: Reception No. D2019310 in the Official Public Records of Arapahoe County, Colorado

(End of Exhibit "A")

Please return to:
T.S. Dudley Land Company
1888 Sherman St, Ste 403
Denver, CO 80203

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 12:01 a.m. on January 1, 2013 (the "Effective Time"), is made by **Hilcorp Energy I, L.P.**, a Texas limited partnership ("Assignor"), whose address is 1201 Louisiana, Suite 1400, Houston, Texas, 77002 to **Carrizo (Niobrara) LLC**, a Delaware limited liability company ("Assignee"), whose address is 500 Dallas Street, Suite 2300, Houston, Texas 77002.

ARTICLE I Granting and Habendum

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of Assignor's right, title and interest in and to the following, less and except the Excluded Assets (as defined below):

(a) the oil, gas, other Hydrocarbon (as defined below) and mineral leases, and the leasehold estates and subleases created thereby, described in Exhibit A (collectively, the "Leases"), and all of the lands covered by the Leases ("Lands"), whether the interests of Assignor in such properties are leasehold interests, licenses, concessions, working interests, farmout rights, overriding royalty or other non-working or carried interests, operating rights or other mineral rights of every nature, together with corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled, communitized or unitized acreage by virtue of the Lands being a part thereof, all tenements and hereditaments belonging to the Leases, pools and units, all production from the pool or unit allocated to any such Lands, all rights with respect to the use of the surface of and subsurface depths under the Lands, pools and units, and all interests in any wells within the pool or unit associated with the Lands, and, in each case, whether or not such interests are incorrectly described on Exhibit A (collectively, the "Subject Interests");

(b) all producing, non-producing, shut-in and abandoned oil, gas, natural gas liquids, condensate and related hydrocarbons, carbon dioxide, sulfur and helium (collectively, "Hydrocarbons") wells, salt water disposal wells, injection wells, observation wells, co-op wells, well bores and water wells located on the Subject Interests, including the wells described in Exhibit B ("Wells"), and all flowlines, tanks, machinery, tools, utility lines, personal property, equipment, fixtures, and improvements located on or affixed to and appurtenant to the Subject Interests insofar as they are used or useful solely in connection with the ownership, operation, maintenance or repair of the Subject Interests or relate solely to the production, sale, or disposal of Hydrocarbons or water produced from the Subject Interests (the "Facilities");

(c) to the extent assignable or transferable without (i) expense to Assignor not advanced or reimbursed by Assignee or (ii) material restrictions under third party agreements, *provided* that Assignor shall use its commercially reasonable efforts to

obtain a waiver of such restrictions in order to permit assignment to Assignee, all easements, rights-of-way, surface leases, servitudes, environmental and other governmental (whether federal, state or local) permits, licenses, orders, authorizations, franchises and other estates or similar rights and privileges (other than any seismic licenses or permits) applicable to, or used or useful solely in connection with the Subject Interests, Wells or Facilities ("Easements");

(d) to the extent assignable or transferable without (i) expense to Assignor not advanced or reimbursed by Assignee or (ii) material restrictions under third party agreements, *provided* that Assignor shall use its commercially reasonable efforts to obtain a waiver of such restrictions in order to permit assignment to Assignee, all contracts, agreements and other arrangements covering or affecting any of the Subject Interests, Wells, Facilities or Easements or the production, handling or transportation of oil, gas and other Hydrocarbons attributable to the Subject Interests, including, without limitation, production sales contracts, farmout agreements, operating agreements, service agreements and the contracts, agreements and other arrangements described in Exhibit C to the Purchase Agreement (hereinafter defined) (the "Contracts");

(e) all Hydrocarbons (or the proceeds from the sale of Hydrocarbons) produced after the Effective Time attributable to Assignor's interest in the Subject Interests, Wells, Facilities and Contracts;

(f) to the extent assignable or transferable without material restriction or payment of a transfer or licensing fee under third party agreements not advanced or reimbursed by Assignee, all books, records, files, muniments of title, reports and similar documents and materials that relate to the interests described in this Article I in the possession of, and maintained by, Assignor (the "Records"); and

(g) to the extent assignable or transferrable without (i) expense to Assignor not advanced or reimbursed by Assignee or (ii) material restrictions under third party agreements, all geological data (including any seismic licenses or permits) relating to the Subject Interests and Wells, other than such data that is interpretive in nature.

NOTWITHSTANDING THE FOREGOING, the Assets shall not include, and there is excepted, reserved and excluded from the sale contemplated hereby the following (collectively, the "Excluded Assets"): (a) all counterclaims, cross-claims, offsets or defenses and similar rights with respect to all Retained Obligations (as defined in the Purchase Agreement); (b) all rights and causes of action arising, occurring or existing in favor of Assignor to the extent attributable to the period prior to the Effective Time or arising out of the ownership of, operation of or production from the Assets prior to the Effective Time or with respect to any of the other Excluded Assets (including, but not limited to, any and all contract rights, claims, trade credits, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Assignor and relating and accruing to the period prior to the Effective Time); (c) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time; (d) all Hydrocarbons

produced from or attributable to the Subject Interests, Wells, Facilities and Contracts with respect to all periods prior to the Effective Time, together with all proceeds from the sale of such Hydrocarbons; (e) all claims of Assignor for refunds of or loss carry forwards with respect to (i) ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes, or (iii) any taxes attributable to the other Excluded Assets, and such other refunds, and rights thereto, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time; (f) all other proceeds, income, royalties or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time, or (ii) any other Excluded Assets; (g) all motor vehicles, rolling stock, vessels, trailers, personal computers and associated peripherals and all radio, telephone and other communication equipment; (h) all of Assignor's proprietary computer software, technology, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (i) all of Assignor's rights and interests in (i) all of Assignor's rights and interests in (i) geological data, (ii) geophysical data and (iii) seismic licenses or permits, in each case that is interpretive in nature or that cannot be transferred without the consent of, or payment to, any third party and such consent is not received or payment is not advanced or reimbursed by Assignee; (j) all documents and instruments of Assignor that may be protected by an attorney-client privilege; (k) data and other information that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements under agreements with persons unaffiliated with Assignor, *provided* that Assignor shall use its commercially reasonable efforts to obtain a waiver of such restrictions in order to permit disclosure or assignment to Assignee; (l) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time, *provided* that the exercise of such rights by Assignor does not affect the rights of Assignee to subsequently exercise such rights for periods after the Effective Time; (m) all general corporate, partnership, income tax and financial records of Assignor; (n) copies of all Records; and (o) all (i) agreements and correspondence between Assignor and BMO Capital Markets (the "Advisor") relating to the transactions contemplated in this Agreement, (ii) lists of prospective purchasers for such transactions compiled by either Assignor or the Advisor, (iii) bids submitted by other prospective purchasers of the Assets, (iv) analyses by Assignor or the Advisor of any bids submitted by any prospective purchaser, (v) correspondence between or among Assignor or Advisor, or either of their respective representatives, and any prospective purchaser other than Assignee, and (vi) correspondence between Assignor or Advisor or any of their respective representatives with respect to any of the bids, the prospective purchasers, the engagement or activities of the Advisor, or the transactions contemplated in this Agreement.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II

Special Warranty of Title and Disclaimers

Section 2.01 Special Warranty of Title. Assignor hereby agrees to warrant and defend title to the Assets solely unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise; subject, however, to the Existing Encumbrances (as such term is defined in the Purchase Agreement described below) and the other matters set forth herein. In no event shall the foregoing warranty

extend to or be enforceable by any party other than Assignee, specifically excluding Assignee's successors and assigns in all or part of the Assets.

Section 2.02 Disclaimer. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ASSETS, PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION OR THE QUALITY, QUANTITY, RECOVERABILITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION MEMORANDUM, BROCHURE, REPORTS, STATEMENTS OR OTHER INFORMATION, DATA OR MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, (vii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, (viii) THE CONTENT OR ACCURACY OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, AND (ix) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS. IT IS THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. WITH RESPECT TO ANY OF THE ASSETS THAT ARE LOCATED IN LOUISIANA, ASSIGNEE ACKNOWLEDGES THAT THE FOREGOING WAIVERS HAVE BEEN EXPRESSLY CALLED TO ITS ATTENTION AND INCLUDES, WITHOUT LIMITATION, A WAIVER OF WARRANTY AGAINST REDHIBITORY VICES ARISING UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE

"CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. ASSIGNEE AGREES THAT THE FOREGOING WAIVERS ARE A MATERIAL AND INTEGRAL PART OF THIS TRANSACTION AND THE CONSIDERATION THEREOF.

ARTICLE III Miscellaneous

Section 3.01 Construction. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

Section 3.02 No Third Party Beneficiaries. Nothing in this Assignment shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

Section 3.03 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 3.04 Governing Law. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 3.05 Counterpart Execution. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Section 3.06 Recording. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Section 3.07 Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Purchase and Sale Agreement dated November 28, 2012 by and between Assignor and Assignee (the "Purchase Agreement").

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

HILCORP ENERGY I, L.P.

By: **Hilcorp Energy Company,**
its general partner

By: J.C. Rebrook
Name: Jason C. Rebrook
Title: Executive Vice President – Acquisitions and
Divestitures

ACKNOWLEDGMENT

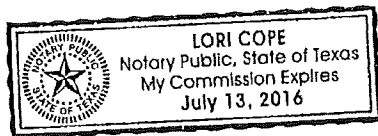
STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th day of January, 2013, by Jason C. Rebrook, as Executive Vice President – Acquisitions and Divestitures of HILCORP ENERGY COMPANY, a Texas corporation, general partner of HILCORP ENERGY I, L.P., a Texas limited partnership, on behalf of said limited partnership. Witness my hand and official seal.

Roni Cope
Notary Public

My commission expires: 7-13-2016

(NOTARIAL SEAL)



ASSIGNEE:

CARRIZO (NIOBRARA) LLC

clw

By: *[Signature]*
Name: Richard H. Smith
Title: Vice President of Land

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th day of January, 2013, by Richard H. Smith, as Vice President of Land of CARRIZO (NIOBRARA) LLC, a Delaware limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

Keilah Joy Whitley
Notary Public

My commission expires: 2/2/2016

(NOTARIAL SEAL)

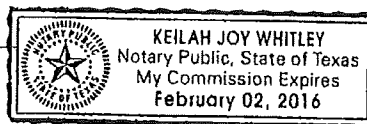


EXHIBIT A
LEASES

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	TERM	EXPIRATION DATE	RECORDING RECEPTION # or BOOK & PAGE	PARCEL NUMBER	TOWNSHIP	RANGE	SECTION	LEGAL DESCRIPTION	COUNTY
1	Abertson Investors Inc.	C. W. Lake MGT., LLC	3/1/2011	5 Years	2/28/2016	2011000022010	017211200002 017211200008 017210100031 017210100030 017210100020 017211220003 017211230001 017211230002 017211220002 017211220001	2 South	67 West	1, 12	All those certain tracts of land(s) more particularly described in Special Warranty Deed, from Harlo Enterprises, LTD., LLP, a Colorado limited liability limited partnership, formerly known as Harlo Enterprises, LTD., a Colorado limited partnership to Abertson Investors, Inc., a Colorado corporation, dated April 19, 2004, filed with Reception # 2004051900039830 in the Official County Records of Adams County, Colorado	Adams
2	Amber Communities Inc.	C. W. Lake MGT., LLC	3/1/2011	5 Years	2/28/2016	2011000022012	017211401001 017211401002 017211401043	2 South	67 West	11	All those certain tracts of land(s) more particularly described in the Oil & Gas Deed from Amber Investors 1, Inc. to Amber Communities, Inc., dated June 1, 2005, filed with Reception # 2005060100049870 in the Official County Records of Adams County, Colorado.	Adams
3	Amber Investors 3 Inc.	C. W. Lake MGT., LLC	3/1/2011	5 Years	2/28/2016	2011000022013	017211410001 017211420001 017211420002 0172114102003	2 South	67 West	14	All those certain tracts of land(s) more particularly described in Special Warranty Deed, from Charles E. Hickey to Amber Investors 3, Inc., a Colorado corporation, dated November 28, 2005, filed with Reception # 20051130001010730 in the Official County Records of Adams County, Colorado, EXCEPT Lots 1-7, 9, & 10 of Aberdeen South Filing No. 2.	Adams
4	Phyllis K. Mayhew, Trustee of the Bernard Wagner Trust dated 3-15-1993 and Phyllis K. Mayhew, Trustee of the Phyllis K. Mayhew Trust dated 8-14-1998, as "Trust Distribution to Beneficiary"	T. Verna Dwyer	5/1/2011	3 Years + 2 Year Option	5/1/2014 (2016)	2011000041769	0158918000012 0158918000019 0158918000008	1 South	69 West	18, 19	Section 18: NWSE and that part of the SSESE, lying West of the centerline of the Fulton Ditch. Section 19: All that part of the NE, NW and Northwesterly of the centerline of the Fulton Ditch. The above tracts being more described in that certain Warranty Deed dated November 9, 1988, at Reception No. C0466760 of the Adams County Clerk and Recorder's Office.	Adams
5	Billy W. Moulton & Betty J. Moulton	C. W. Lake MGT., LLC	3/30/2011	5 Years	3/28/2016	D2009557	1975-12-40-005 1975-12-40-012	4 South	69 West	12	A portion of the SE described as two tracts: A parcel of land in the SE, beginning at the Southwest corner, thence Northerly along East line of said Section 12, 866.03 feet to the true point of beginning, thence Westerly parallel to the South line of said Section 12, 1336.07 feet, thence Northerly parallel to the East line of Section 12, 263.03 feet, thence Easterly parallel to the South line of said Section 12, 1336.07 feet, thence Southerly along the East line of said Section 12, 328.03 feet to the true point of beginning, as described in Warranty Deed recorded in Book 4203, Page, 244 as Parcel 1. Containing 10.00 acres, more or less. A parcel of land in the SE, beginning at the Southwest corner, thence Northerly along East edge of said Section 12, 892.08 feet to the true point of beginning, thence Westerly parallel to the South line of said Section 12, 1346.00 feet, thence Northerly parallel to the East line of Section 12, 263.08 feet to a point being 16 feet South of the North line of the SSESE, thence Easterly along a line 18 feet South of and parallel to the North line of the SSESE, 1346.00 feet to a point on the East line of said Section 12, thence Southerly along the East line of said Section 12, 328.02 feet to the true point of beginning, Except the East 30 feet thereof, as described in Warranty Deed recorded in Book 4203, Page, 244 as Parcel 2. Containing 3.78 acres, more or less.	Ataphoa
6	Chapel Hill Church of the Nazarene	T. Verna Dwyer	3/16/2011	3 Years + 3 Year Option	3/17/2014 (2017)	2011000032370	0158904415001	1 South	69 West	4	Part of the SSESE, aka Lot 1, Block 1, of Chapel Hill Subdivision, Filing 1	Adams
7	Colorado Hunt Club, LLC	C. W. Lake MGT., LLC	3/7/2011	5 Years	3/6/2016	D2017604	1975-12-40-007	4 South	69 West	22	BEGINNING at the Northwest corner of the Northeast One-Quarter of said Section 22; THENCE South 00° 10' 00" East along the West line of said Northeast One-Quarter a distance of 300.00 feet to the Point of Beginning on the South line of that parcel of land conveyed to Arapahoe County in the deed recorded in Book 461, Page 293, Arapahoe County records; THENCE South 89° 42' 58" East along said South line a distance of 874.34 feet to a point on the East line of Parcel 1 described in the deed recorded in Book 4574 at Page 139, Arapahoe County records; THENCE South 00° 10' 00" East along said East line of Parcel 1 a distance of 1230.35 feet to the Southeast corner of said Parcel 1 on the south line of the North one-half of said Northeast One-Quarter of Section 22; THENCE North 89° 42' 58" West along said South line a distance of 871.43 feet to the Southeast corner of Arapahoe County Subdivision Filing No. 2, recorded in Arapahoe County Records at Page 1; and 2; THENCE along the Northeast boundary line of said Arapahoe County Subdivision Filing No. 2 the following three (3) courses: (1) along the curve to the left, having a central angle of 24° 40' 31" a radius of 1245.00 feet and a chord which bears North 15° 33' 08" West, an arc distance of 536.19 feet to the point of tangent; (2) North 27° 52' 23" West a distance of 163.07 feet to the point of curve; (3) along the curve to the left, having a central angle of 52° 28' 28" West, an arc distance of 1124.72 feet and a chord which bears North 54° 06' 37" West, an arc distance of 1120.95 feet to a point on said South line of that parcel of land described the deed recorded in Book 461 at Page 293, Arapahoe County records; THENCE South 89° 42' 40" East along said South line a distance of 1051.51 feet to the Point of Beginning, containing 1,416,326 square feet or 32.249 acres of land, more or less.	Arapahoe
8	Dwight S. Fields and Kristian E. Fields	C. W. Lake MGT., LLC	5/24/2011	5 Years + 3 Year Option	5-23-2016 (2019)	D2017606	1975-11-40-011	4 South	68 West	11	All those certain tracts of land(s) more particularly described in Quitclaim Deed, from Helen Jean McDaniel to Dwight S. and Kristian E. Fields, dated May 1, 2004, filed with Reception # B4092468 in the Official County Records of Arapahoe County, Colorado.	Arapahoe

Parcel ID	Containing	Acres	Owner	Year	Area	Notes
0	Flow Equities LTD, LLP	3.0322011	T. Verna Dwyer	5 Years + 2 Year Option	2 South	07 West
10	The Gagnon Family Limited Partnership	6/14/2011	C. W. Lake MGT., LLC	5 Years + 3 Year Option	4 South	06 West
13	Jose Ricardo Ramirez and Senjaya Mulla Emeraldas Marini	3/9/2011	C. W. Lake MGT., LLC	3 Years + 3 Year Option	3 South	05 West
14	Leotis Investments, LLC	5/20/2011	C. W. Lake MGT., LLC	5 Years + 3 Year Option	2 South	07 West
15	Taabo K. Melimilau	6/22/2011	T. Verna Dwyer	3 Years + 2 Year Option	1 South	06 West
16	Marvin M. Eskema	6/22/2011	C. W. Lake MGT., LLC	5 Years + 3 Year Option	4 South	05 West
17	Rio Grande Co.	6/23/2011	C. W. Lake MGT., LLC	3 Years + 2 Year Option	4 South	08 West
18	Chiya Mathews	6/22/2011	T. Verna Dwyer	3 Years + 2 Year Option	1 South	06 West
19	Kaleen Jack Morimbu	6/23/2011	T. Verna Dwyer	3 Years + 2 Year Option	1 South	06 West
20	Fern M. Auli	6/27/2011	T. Verna Dwyer	3 Years + 2 Year Option	1 South	06 West
21	Maimado Farm Company	2/28/2011	C. W. Lake MGT., LLC	3 Years + 2 Year Option	2 South	07 West

EXHIBIT A
LEASES[illegible]

EXHIBIT A
LEASES

78	Kevin M. Martin and Hugh T. Pihlela	T. Verne Dwyer	8/1/2011	3 Years + 2 Year Option	7-31-2014 (2016)	D1103881	1975-12-5-00-019 1975-12-5-00-011 1975-12-5-00-012	4 South	66 West	12	Arapahoe	Parcel 1: The West 525 feet of the South 910 of the W2SW, except the West 10 feet thereof, and except the South 70 feet thereof. Parcel 2: W2SW, except the West 30 feet thereof, and except the West 525 feet of the South 910 feet thereof, and except the South 660 feet thereof. Parcel 3: W2SW, except the West 30 feet thereof, and except the South 30 feet thereof, and except the West 525 feet thereof.
79	Basel Mountain, LLC	T. Verne Dwyer	8/26/2011	3 Years + 2 Year Option	8-26-2014 (2016)	201100058815		2 South	67 West	11	Adams	ESW, EXCEPT a strip 30 feet wide off the North side for the road; EXCEPT a 8.2 acre tract more particularly described in Book 916, Page 472 filed in the Official County Records of Adams County, Colorado.
80	Carol J. Daynew	T. Verne Dwyer	8/10/2011	3 Years + 2 Year Option	8-9-2014 (2018)	3814578	147132000559	1 North	68 West	32	Yield	All of the NWNE 1/4 of the Fullum Ditch, Weld County, Colorado
81	Maria L. Varilek	T. Verne Dwyer	8/10/2011	3 Years + 2 Year Option	8-9-2014 (2016)	3814580	147132000059	1 North	68 West	32	Weld	All of the NWNE 1/4 of the Fullum Ditch, Weld County, Colorado
82	Dale P. Miter	T. Verne Dwyer	8/10/2011	3 Years + 2 Year Option	8-9-2014 (2016)	3814581	147132000059	1 North	68 West	32	Weld	All of the NWNE 1/4 of the Fullum Ditch, Weld County, Colorado
83	Shirley M. Korne	T. Verne Dwyer	8/10/2011	3 Years + 2 Year Option	8-9-2014 (2016)	3814582	147132000058	1 North	68 West	32	Weld	All of the NWNE 1/4 of the Fullum Ditch, Weld County, Colorado
84	William Simons and Norma M. Simons	T. Verne Dwyer	8/1/2011	3 Years + 2 Year Option	7-31-2014 (2016)	D1109373	1975-12-5-00-003 1975-12-5-00-008	4 South	69 West	12	Arapahoe	Tract One: Being a 10.00 acre parcel of land, more or less, and being the W2E2SWSW Tract 22, being a 40.00 acre parcel of land, more or less, being the W2SWSW and the South 30 feet of the W2SW
85	Boris Goswami and Violeta Goswami	T. Verne Dwyer	9/22/2011	5 Years + 3 Year Option	9-12-2016 (2018)	D1109380	1975-02-4-00-015	4 South	69 West	2	Arapahoe	Part of the SESE more particularly described in Warranty Deed, from Mountain Valley Ranches, Inc. to Boris Goswami and Violeta Goswami, dated August 10, 1978, filed in Book 2833, Page 787 in the Official County Records of Arapahoe County, Colorado.
86	John D. Landwehr and Christy K. Landwehr	T. Verne Dwyer	7/21/2011	3 Years + 2 Year Option	7-20-2014 (2016)	D1103877	1977-00-5-00-017	4 South	65 West	18	Arapahoe	W2W2NW1/4 except the North 80 feet thereof (containing 5.55 acres, more or less). As described under Warranty Deed recorded under Reception #B1068580, dated April 24, 2001 in the Arapahoe County Clerk and Recorder's Office.
87	Beverly B. Willard, individually and as Trustee for the John Willard Family Trust, dated April 28, 1999, and the Beverly B. Willard Living Trust, dated May 7, 2003, and the John and Beverly Willard Family Security Trust, dated May 23, 1999	T. Verne Dwyer	8/25/2011	3 Years + 2 Year Option	8-24-2014 (2016)	3728853		1 North	68 West	34	Weld	NW, aka Gopher's Run Subdivision, Tolauga Subdivision, Couch Kidder Planned Unit Development and Lots A & B Re-769
88	Beverly B. Willard, individually and as Trustee for the John Willard Family Trust, dated April 28, 1999, and the Beverly B. Willard Living Trust, dated May 7, 2003	T. Verne Dwyer	8/25/2011	3 Years + 2 Year Option	8-24-2014 (2016)	3728854		1 North	68 West	34	Weld	NE, less and except a parcel of land conveyed in Warranty Deed at Reception # 1654857 containing 16.53 acres
89	John's Meats INC	T. Verne Dwyer	8/25/2011	3 Years + 2 Year Option	8-24-2014 (2016)	3728852		1 North	68 West	34	Weld	Part of the NE, more particularly described in Quit Claim Deed recorded at Reception No. B209168 in the official records of Weld County, Colorado. Containing 5.00 acres, more or less. Part of NE1/4, more particularly described in Warranty Deed recorded at Reception # 1654857 in the official records of the Weld County, Colorado containing 16.53 acres, more or less.
90	Duan A. Slone, Jr.	T. Verne Dwyer	8/26/2011	3 Years + 2 Year Option	8-25-2014 (2016)	201100058810		2 South	67 West	11	Adams	ESW, EXCEPT a strip 30 feet wide off the North side for the road; EXCEPT a 8.2 acre tract more particularly described in Book 916, Page 472 filed in the Official County Records of Adams County, Colorado.
91	Murray Family Farms LLP and Ratified by Murray Family Farms	T. Verne Dwyer	9/20/2011	3 Years + 2 Year Option	9-16-2014 (2016)	0172111201001 0172111201005 0172111201002 0172111201004		2 South	67 West	11	Adams	Tracts A, B, C, D, E of Murray Family Farms Filing No. 1, being a part of the NW. The official subdivision plat of Murray Family Farms Filing No. 1 is filed at Reception No. 201000001859 in the official records of the Adams County Clerk and Recorder. Containing 159.40 acres, more or less.
92	The Susan Sloan Barker Family Revocable Trust, dated April 5, 2006	T. Verne Dwyer	8/26/2011	3 Years + 2 Year Option	8-25-2014 (2016)	201100058811		2 South	67 West	11	Adams	ESW, EXCEPT a strip 30 feet wide off the North side for the road; EXCEPT a 8.2 acre tract more particularly described in Book 916, Page 472 filed in the Official County Records of Adams County, Colorado.
93	The Rudman Family Revocable Trust, dated May 31, 2007	T. Verne Dwyer	8/27/2011	5 Years	9/24/2018	D1124419		4 South	68 West	2, 11	Arapahoe	Section 2: E2NE, E2W2SW, less and except that part described in Warranty Deed recorded at Reception No. B8136578 Section 11: W2W2NW, accepting two parcels of land more particularly described in Warranty Deed recorded at Reception No. B8136578 Page 234
94	Myron Sall	T. Verne Dwyer	9/27/2011	5 Years	9/29/2018	D1124418		4 South	68 West	2	Arapahoe	W2W2NW, more particularly described in Quit Claim Deed recorded at Reception No. B1193934 in the Official Records of Arapahoe County, Colorado.
95	Rebecca K. Puhelio	T. Verne Dwyer	9/27/2011	5 Years	9/28/2018	D1124413		4 South	68 West	2, 11	Arapahoe	Section 2: W2NE, except roads. A parcel of land located in the NENE, more particularly described in Right of Way recorded at Book 801, Page 459; A tract of land located in the NE, more particularly described in Right of Way recorded at Book 991, Page 451; A tract of land located in the NE, more particularly described in Right of Way recorded at Book 976, Page 238; W2W2SW, less and excepting that part described in Warranty Deed recorded at Reception No. B8136590. Section 11: W2W2NW, accepting two parcels of land more particularly described in Warranty Deed recorded at Reception # B8136578 and in Warranty Deed recorded in Book 2275.

EXHIBIT A
LEASES

96	Mentel, L. Sel	T. Verne Dwyer	8/27/2011	5 Years	9/26/2016	D124417		4 South	66 West	2	ADW, more particularly described in Oil/Gas Deed recorded at Reception No. B042477 in the Official Records of Arapahoe County, Colorado; a tract of land located in the NW, more particularly described as makes and bounds described in Oil/Gas Deed recorded at Reception No. B042477, Page 224.	Arapahoe
97	The Sherrilyn I. Coxes Living Trust, dated July 3, 2002	T. Verne Dwyer	8/27/2011	5 Years	9/26/2016	D124414		4 South	66 West	2, 11	Section 21: E2SW, less and except that part described in Warranty Deed recorded at Reception No. B0136578, more particularly described as makes and bounds described in Oil/Gas Deed recorded at Reception No. B042477, Page 224.	Arapahoe
98	Berry B. Bounds	T. Verne Dwyer	8/27/2011	5 Years	9/26/2016	D124418		4 South	66 West	2, 11	Section 21: E2SW, less and except that part described in Warranty Deed recorded at Reception No. B0136578, more particularly described as makes and bounds described in Oil/Gas Deed recorded at Reception No. B042477, Page 224.	Arapahoe
99	The Brennan B. Bounds Trust, dated February 6, 2002	T. Verne Dwyer	8/27/2011	5 Years	9/26/2016	D124415		4 South	66 West	2, 11	Section 21: E2SW, less and except that part described in Warranty Deed recorded at Reception No. B0136578, more particularly described as makes and bounds described in Oil/Gas Deed recorded at Reception No. B042477, Page 224.	Arapahoe
100	Trust L. Nelson as Trustee of T. L. Nelson Trust, dated July 3, 2002	T. Verne Dwyer	12/8/2011	5 Years	12/5/2016	D124383		4 South	66 West	2, 11	Section 21: E2SW, less and except that part described in Warranty Deed recorded at Reception No. B0136578, more particularly described as makes and bounds described in Oil/Gas Deed recorded at Reception No. B042477, Page 224.	Arapahoe
101	L.C. Fulmiller, Inc., DBC Barbed Wire Ranch, LLC, L.C. Fulmiller, Inc., LLC and FFF-DA, LLC	Hilcorp Energy I, L.P.	6/7/2011	3 Years	6/6/2014	2011000043713		2 South	66 West	8, 10, 18	Section 8: N2, That part of the E2SE as described in Book 5240, Page 890 and Book 5854, Page 587, except a tract 6, 1089 acres as described at Rec. No. C101593; Tracts in the Section 10: W2, limited to depths from the surface of the earth down to the stratigraphic equivalent of 100' below the base of the Niobrara formation, as such base is identified at 7,875 feet measured depth on the 5 inch induction log in the HSR-Fulmiller 4-10 Well (API #05-001-00283), located in the NWNW, Adams County, Colorado.	Adams
102	V8 Investors, LLC and Ralified by ACP DA 1287	Hilcorp Energy I, L.P.	6/15/2011	3 Years + 2 Year Option	6/14/2014 (2016)	2011000054073 (2011000068773)		3 South	65 West	8	Section 14: S2NE, E2SW, E2SE, except a tract 1.46 acres described in Book 1982, Page 358, Adams County, Colorado.	Adams
103	Section 8-10 OIL, LLC, FFF-DA, LLC and Power 104	Hilcorp Energy I, L.P.	6/7/2011	3 Years	9/6/2014	2011000043714	0172009100006	2 South	66 West	9	E2, E2NW, except the N 210 feet of the S2NE and S2NE2SW, also except tracts as described in Book 5433, Page 188 & Book 5433, Page 190 at Rec. No. 2007002023641 and at Rec. No. 2008000019431, Adams County, Colorado.	Adams
104	V8 Investors, LLC and Ralified by ACP DA 1287	Hilcorp Energy I, L.P.	6/15/2011	3 Years + 2 Year Option	6/14/2014 (2016)	2011000054072 (2011000068772)		3 South	65 West	4	N2, SW	Adams
105	V8 Investors, LLC	Hilcorp Energy I, L.P.	6/15/2011	3 Years + 2 Year Option	6/14/2014 (2016)	2011000054071		2 South	66 West	22	N2NE, SWNE as to all depths, and SERIE limited in depths from the surface of the earth down to the stratigraphic equivalent of 100' below the base of the Niobrara formation, as such base is identified at 7,875 feet measured depth on the 5 inch induction log in the HSR-Fulmiller 4-10 Well (API #05-001-00283), located in the NWNW of Section 10, Township 2 South, Range 66 West, 6th P.M., Adams County, Colorado.	Adams
106	DIBC Office, LLC	Hilcorp Energy I, L.P.	4/25/2011	3 Years	4/19/2014	2011000043712	410515300	3 South	66 West	4	All, except tracts excepted from NW and the East 36 acres of the SESE of said Section in that particular Trustee's Deed dated January 11, 1939 in Book 252, Page 422 of the Official Records of Adams County, Colorado.	Adams
107	SCM - GRP Van Schaak, LLC, et al, represented by T. Verne Dwyer as Property Manager	T. Verne Dwyer	11/25/2011	3 Years + 2 Year Option	11/27/2014 (2016)	2011000012815 (2011000058963)	0161802000176	3 South	65 West	10	Parcel 5 in the E2 of said section (Block 1, Lot 1 of DIBC Filing #6)	Adams
108	Kenneth J. Cury and Rita R. Cury	Karen K. Clair	12/20/1981	3 Years	HBP by Cury #1 W&M	B/C2813 P/C347		2 South	68 West	15	A part of the SE and the E2SW more particularly described as: Beginning at the southeast corner of said Section 10; thence S89°55'27"W along the south line of said Southwest Quarter of Section 10, a distance of 350.33 feet more or less to the south quarter corner of said Section 10; thence S89°54'10"W along the south line of said East Half of the Southwest Quarter of Section 10, a distance of 1330.03 feet more or less to the West 1/4th corner of said Section 10; thence N00°00'50"E along the West line of said East Half of the Southwest Quarter, a distance of 254.67 feet more or less to the center west 1/4th corner of said Section 10; thence N89°51'54"E along the north line of said East Half of the Southwest Quarter and the East line of said Section 10, a distance of 387.94 feet more or less to the East quarter corner of said Section 10; thence S00°00'16"E along the East line of said Southeast Quarter a distance of 285.03 feet more or less to said Southeast corner of Section 10 and the Point of Beginning.	Adams
109	State of Colorado No. 70, B180-S	Pen American Petroleum Corporation	9/21/1970	5 Years	HBP by State of Colorado AB #1 and State of Colorado #4 Wells	6K 1814 PG 711		2 South	66 West	16	SWNE, NESW, SWSE, N2SE	Adams
111	Major Crane Service Company	T. Verne Dwyer	8/26/2011	3 Years + 2 Year Option	8-25-2014 (2016)	2011000012814		2 South	67 West	11	E2SW, EXCEPT a strip 30 feet wide off the North side for the road, EXCEPT a 8.2 acre tract more particularly described in Book 616, Page 472 filed in the Official County Records of Adams County, Colorado.	Adams
112	Four Seel Partnership	T. Verne Dwyer	9/27/2011	5 Years	9/28/2016	D0818310		4 South	65 West	2, 11	Section 21: E2SW, less and except that part described in Warranty Deed recorded at Reception # E7018920 and in Warranty Deed recorded in Book 2547, Page 296; Tract Two: That part of the NW, beginning 30 feet South of the NE corner of said NW thence South 107°23'23" East thence North 202°36'36" East thence North 153°25'52" East, thence North 153°42'52" East thence North 153°21'52" East 4, 897.25 feet thence North 206°17'17" East to a point on the South Right of Way line of E 6th Avenue, thence East to the point of Beginning.	Arapahoe

EXHIBIT A
LEASES


12	JPB/Dan County, LLC	Hilcorp Energy / L.P.	7/29/2011	3 Years	7/29/2014	2011000637300	3 South	65 West	18	A part of the SE as described in Quit Claim Deed recorded under Reception No. C1051461 of the Adams County Clerk's Records. Except parcels described by minus and bounds in the following documents: Special Warranty Deed recorded under Reception No. 2007000110802 and Special Warranty Deed recorded under Reception No. 2008051600498490 of the Adams County Clerk's Records.	
40	Winder E. Winder Trust, Winder A. Winder Trust, Winder Homestead I, LLC, Winder Homestead II, LLC, Winder Homestead III, Winder Homestead IV, LLC, Winder Homestead V, LLC, Winder Homestead VI, LLC	Hilcorp Energy / L.P.	7/29/2011	3 Years	7/29/2014	2011000637300	3 South	65 West	18, 19	Section 18: Lot 1, E2SW (aka W2), less and except a 17.9534 acre tract more particularly described in Warranty Deed under Reception No. 2007000085403 & 2007000079685 of the Adams County Clerk's Records. Section 19: Lot 1, E2NW (aka NW)	
										Section 19: SE Section 24: NE, Except a 2.1850 acre tract more particularly described in WVD recorded at Reception No. 2007000085403	

EXHIBIT B

WELLS

HOLSTER FIELD
Adams County, Colorado

Well Name	Operator	API Number	WI	NRI
Custy	Hilcorp Energy Company	0500108293	100.00%	81.50%
State of Colorado AB 001	Hilcorp Energy Company	0500106455	100.00%	87.50%
State of Colorado AB 004	Hilcorp Energy Company	0500106541	100.00%	87.50%

 IRONHORSE RESOURCES LLC
3773 CHERRY CREEK NORTH DR
STE 575
DENVER, CO 80209

*Execution Version
Arapahoe County, Colorado*

ASSIGNMENT, CONVEYANCE, AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE, AND BILL OF SALE (this "*Assignment*"), dated December 19, 2013, is among Carrizo Oil & Gas, Inc., a Texas corporation ("*Carrizo*"), Carrizo (Niobrara) LLC, a Delaware limited liability company ("*Carrizo Niobrara*", and together with Carrizo, "*Seller*"), and OIL India (USA) Inc., a Texas corporation ("*OIL USA*") and IOCL (USA) Inc., a Texas corporation ("*IOCL USA*", and together with OIL USA, each a "*Buyer*" and collectively, the "*Buyers*").

RECITALS

A. The parties desire that Carrizo sell, assign, transfer and convey to OIL USA, and that OIL USA purchase and receive from Carrizo, an undivided 20% of all right, title and interest held by Carrizo in the assets and properties described below in accordance with this Assignment and that certain Purchase and Participation Agreement by and among OIL USA, IOCL USA, Carrizo and Carrizo Niobrara dated as of October 4, 2012 (the "*PPA*").

B. The parties desire that Carrizo sell, assign, transfer and convey to IOCL USA, and that IOCL USA purchase and receive from Carrizo, an undivided 10% of all right, title and interest held by Carrizo in the assets and properties described below in accordance with this Assignment and the PPA.

C. The parties desire that Carrizo sell, assign, transfer and convey to Carrizo Niobrara, and that Carrizo Niobrara receive from Carrizo, an undivided 70% of all right, title and interest held by Carrizo in the assets and properties described below in accordance with this Assignment and the PPA.

D. To the extent that before the Effective Time (as defined below) Carrizo Niobrara owned of record an interest in the assets and properties described below, the parties desire that Carrizo Niobrara sell, assign, transfer and convey to OIL USA, and that OIL USA purchase and receive from Carrizo Niobrara, an undivided 20% of all right, title and interest held by Carrizo Niobrara in such assets and properties in accordance with this Assignment and the PPA.

E. To the extent that before the Effective Time (as defined below) Carrizo Niobrara owned of record an interest in the assets and properties described below, the parties desire that Carrizo Niobrara sell, assign, transfer and convey to IOCL USA, and that IOCL USA purchase and receive from Carrizo Niobrara, an undivided 10% of all right, title and interest held by Carrizo Niobrara in such assets and properties in accordance with this Assignment and the PPA.

F. The parties acknowledge and agree that the transactions contemplated by this Assignment are integral to the transactions contemplated by the PPA.

The conveyance and assignment herein shall be deemed effective as of 11:59 p.m. Mountain Daylight Time on April 2, 2013 (the "*Effective Time*").

For Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged):

ARTICLE I.
ASSIGNMENTS

Section 1.1. Assignment from Carrizo into Buyers. Carrizo does hereby forever GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Buyers in the following percentages: (i) an undivided 20% in all of its right, title, and interest to OIL USA (the "*OIL USA Niobrara Interest*") and (ii) an undivided 10% in all right, title and interest to IOCL USA (the "*IOCL USA Niobrara Interest*"), in and to the following defined properties and assets, which in each case are located in Weld, Morgan, and Adams Counties of the State of Colorado (less and except for the Excluded Assets and subject to the Permitted Encumbrances, the "*Assets*");

(a) the oil and gas leases more particularly described in Exhibit A (collectively, the "*Leases*"), together with any and all other rights, titles, and interests of Seller in and to (i) the leasehold estates created thereby and (ii) the lands covered by the Leases or included in units with which the Leases may have been pooled or unitized (the "*Lands*"), including in each case fee interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests, and all other interests of any kind or character;

(b) all oil, gas, water, disposal or injection wells located on the Leases and the Lands or on other leases or lands with which the Leases and/or the Lands may have been pooled or unitized (collectively and including the wells set forth on Exhibit A (the "*Wells*" and together with the Leases and the Lands, the "*Properties*");

(c) all rights and interests in, under, or derived from all unitization and pooling agreements in effect with respect to the Properties and the units created thereby which accrue or are attributable to the interests of Seller in the Properties;

(d) all Applicable Contracts;

(e) all Hydrocarbons, produced from or attributable to, the Wells from and after the Effective Time;

(f) all equipment, machinery, fixtures, and other real, personal, and mixed property, operational and nonoperational, located on the Properties described above and directly related to and necessary for the production of Hydrocarbons therefrom, including well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, pipelines, gathering systems, processing, dehydration, liquification and separation facilities, drillsite pads, water and mud pits and containment facilities, structures, materials, and other items used solely in the operation thereof;

(g) all Geoscientific Data relating to the Lands, to the extent such Geoscientific Data may be partially assigned without Third Party consent or expenditures beyond tape copying costs and expenses (provided that if Third Party consent to partially assign

Geoscientific Data is required, and Buyers, or any one of them, would like to obtain a license to such Third Party Geoscientific Data, Seller shall provide such commercially reasonable assistance to Buyers as is requested by Buyers in connection therewith); and

(h) digital or hard copies (at Buyers' cost and upon request) of, and the right to use and transfer such copies of, any files, records, information and data of Seller relating solely to the Assets conveyed herein, including: (i) land and title records (including abstracts of title, title opinions, and title curative documents); (ii) contract files; (iii) correspondence; (iv) maps, engineering data and reports; (v) log books and Operating Data; and (vi) facility and well records, but in each case excluding any information that cannot, without unreasonable effort or expense that Buyers do not agree to undertake or pay, as applicable, be separated from any files, records, maps, information and data relating to the Excluded Assets, information subject to binding Third Party confidentiality obligations, and information that a non-operator would typically not receive under an Applicable Operating Agreement.

TO HAVE AND TO HOLD the OIL USA Niobrara Interest and the IOCL USA Niobrara Interest in and to the Assets unto OIL USA and IOCL USA, respectively, and their respective successors and assigns, forever, subject, however, to the covenants, terms and conditions set forth herein.

Section 1.2. Assignment from Carrizo Niobrara into Buyers. If Carrizo Niobrara held any of the Assets before the Effective Time, Carrizo Niobrara does hereby forever GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto OIL USA the OIL USA Niobrara Interest and unto IOCL USA the IOCL USA Niobrara Interest in and to the Assets owned by Carrizo Niobrara. For the avoidance of doubt: (i) the OIL USA Niobrara Interest shall include 20% of Carrizo Niobrara's right, title and interest in and to the Assets held by Carrizo Niobrara prior to the Effective Time, if any; and (ii) the IOCL USA Niobrara Interest shall include 10% of Carrizo Niobrara's right, title and interest in and to the Assets held by Carrizo Niobrara prior to the Effective Time, if any.

TO HAVE AND TO HOLD the OIL USA Niobrara Interest and the IOCL Niobrara Interest in and to the Assets unto OIL USA and IOCL USA, respectively, and their respective successors and assigns, forever, subject, however, to the covenants, terms and conditions set forth herein.

Section 1.3. Assignment from Carrizo into Carrizo Niobrara. Carrizo does hereby forever GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Carrizo Niobrara an undivided 70% in all of Carrizo's right, title, and interest (the "*Carrizo Niobrara Interest*") in and to the Assets.

TO HAVE AND TO HOLD the Carrizo Niobrara Interest in and to Assets unto Carrizo Niobrara and its successors and assigns, forever, subject, however, to the covenants, terms and conditions set forth herein, subject, however, to the terms and conditions set forth herein.

Section 1.4. Interest of the Parties from and after the Effective Time. It is the express intent of the parties that, from and after the Effective Time, each party hereto shall have the following right, title and interest in and to the Assets:

Carrizo	0%
Carrizo Niobrara	70%
OIL USA	20%
IOCL USA	10%

Section 1.5. *Excluded Assets.* Notwithstanding anything to the contrary in this Assignment, Carrizo, Carrizo Niobrara (and their Affiliates) shall reserve and retain the Excluded Assets, all of which are excluded from the assets, properties and rights conveyed hereunder, and Buyers shall have no interest in, to or under any Excluded Asset.

ARTICLE II. SPECIAL WARRANTY; DISCLAIMERS

Section 2.1. *Special Warranty benefiting Buyers and Carrizo Niobrara.* The Assets are being conveyed by Carrizo and Carrizo Niobrara "**where is**" and "**as is**", and without any warranty of title, express or implied except as to claims made by, through or under Carrizo, with respect to the Assets conveyed under Section 1.1 or Section 1.3, or, Carrizo Niobrara, with respect to the Assets conveyed under Section 1.2 (without duplication) and as set forth in the PPA. Carrizo and Carrizo Niobrara hereby assign the right to enforce all rights, claims and causes of action under title warranties given or made by such party's predecessors in interest and Buyers are specifically subrogated to their OIL USA Niobrara Interest and IOCL USA Niobrara Interest in all rights which Carrizo and Carrizo Niobrara may have, and Carrizo Niobrara is specifically subrogated to its Carrizo Niobrara Interest in and to all rights which Carrizo may have, against such predecessors in interest with respect to the Assets, respectively, in each case, to the extent Carrizo or Carrizo Niobrara, as applicable, may legally transfer such rights and grant such subrogation. The parties agree to reasonably cooperate with each other in asserting any rights, claims and causes of action under title warranties given or made by Carrizo's or Carrizo Niobrara's predecessors in interest, as applicable.

Section 2.2. *Disclaimers.* Specifically, as a part of (but not a limitation of) the foregoing, Buyers and Carrizo Niobrara acknowledge that except for the special warranty of title set forth above, and except as set forth in the PPA, Carrizo and Carrizo Niobrara EXPRESSLY DISCLAIM AND NEGATE (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (D) ANY WARRANTY OF TITLE, OR OTHER WARRANTY WHATSOEVER. CARRIZO AND CARRIZO NIOBRARA ALSO EXPRESSLY DISCLAIM AND NEGATE ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTIES BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE ASSETS. THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO THE EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES BUYERS OR CARRIZO NIOBRARA ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF HYDROCARBONS FROM THE ASSETS, IT BEING UNDERSTOOD THAT ALL RESERVE, PRICING AND VALUE ESTIMATES UPON WHICH BUYERS OR CARRIZO

NIOBRARA MAY HAVE RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL EVALUATION OF BUYERS AND CARRIZO NIOBRARA.

ARTICLE III.
ASSUMED OBLIGATIONS

Section 3.1. *Assumed Obligations.* OIL USA, IOCL USA (subject in each case described below to the terms of the PPA), and Carrizo Niobrara (i) are taking the OIL USA Niobrara Interest, the IOCL USA Niobrara Interest, and the Carrizo Niobrara Interest, respectively, subject to Permitted Encumbrances, (ii) assume and agree to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations to the extent related to the OIL USA Niobrara Interest, the IOCL USA Niobrara Interest, and the Carrizo Niobrara Interest, respectively, and (iii) are taking the OIL USA Niobrara Interest, the IOCL USA Niobrara Interest, and the Carrizo Niobrara Interest, respectively, subject to the terms and conditions of all of the Applicable Contracts, and hereby assume and (in each case) agree to fulfill, perform, pay and discharge all obligations arising or related thereto and attributable thereunder to Carrizo.

ARTICLE IV.
MISCELLANEOUS

Section 4.1. *Separate Assignments.* Where separate assignments of Assets have been or will be executed for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional Assignment or assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the PPA and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by the parties, except for the special warranty of title benefitting Buyers, as set forth in Section 2.1, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 4.2. *Assignment Subject to PPA.* This Assignment is expressly subject to the terms and conditions of the PPA. If there is a conflict between the terms of this Assignment and the PPA, the terms of the PPA shall control.

Section 4.3. *Governing Law.* This Assignment and the legal relations among the parties shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

Section 4.4. *Dispute Resolution.* Except as specifically otherwise provided in this Assignment, the parties agree that any and all disputes or claims by either party arising from or related to this Assignment that cannot be amicably settled, shall be determined solely and exclusively by arbitration in accordance with the Federal Arbitration Act and using the rules of the American Arbitration Association or any successor thereof when not in conflict with such

act. Arbitration shall take place at an appointed time and place in Houston, Texas. Seller and Buyers shall each select one impartial arbitrator, and the two so designated shall select a third impartial arbitrator. If either party shall fail to designate an arbitrator within 14 days after arbitration is requested, or if the two arbitrators shall fail to select a third arbitrator within 30 days after arbitration is requested, then an arbitrator shall be selected by the Senior U.S. District Judge for the Southern District of Texas. Discovery shall be made pursuant to the Federal Rules of Civil Procedure and completed within 45 days of selection of the third arbitrator. Final hearing on the matter shall be had within 60 days of the selection of the third arbitrator and a final decision (which may include the award of reasonable attorney's fees and costs) with a written opinion stating the reasons therefore shall be rendered within 75 days of said date, and be final and binding, and the parties also waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Judgment upon an award of the majority of the arbitrators shall be binding. Judgment on the award may be entered and enforced by any court of competent jurisdiction. In no event, may the arbitrators award damages that have been waived by the parties under Section 9.9 of the PPA. The arbitration process shall be kept confidential and such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible in any legal proceeding for any purpose, except to the extent reasonably necessary to enforce the final decision of the arbitrators.

Section 4.5. *Transfer Restrictions.* Buyers and Carrizo Niobrara do hereby agree that the Assets shall be under and subject to (except to the extent otherwise expressly provided in the PPA), (i) the restrictions on Transfer set forth in Section 6.2 of the PPA and the Tag-Along Right set forth in Section 6.3 of the PPA, each as more particularly described therein, and (ii) each, all and every other provision in the PPA, in each case as incorporated by reference as if set forth at length herein.

Section 4.6. *Successors and Assigns.* This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.7. *Counterparts.*

(a) This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

(b) To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.

**ARTICLE V.
DEFINED TERMS**

Section 5.1. *Defined Terms.* In addition to the terms defined elsewhere in this Assignment, for purposes hereof, the following expressions and terms shall have the meanings set forth in this Section 5.1 unless the context otherwise requires.

"*Affiliate*" shall mean any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, another Person.

The term "*control*" and its derivatives with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"*Applicable Contracts*" shall have the meaning set forth in the PPA.

"*Applicable Operating Agreement*" shall have the meaning set forth in the PPA.

"*Assumed Obligations*" shall have the meaning set forth in the PPA.

"*Excluded Assets*" shall have the meaning set forth in the PPA.

"*Geoscientific Data*" shall mean all geological, geographical and/or geophysical maps, surveys, field tapes, data, processings, interpretations, prospects, and other related information owned by Carrizo or its Affiliate and to the extent relating to the Assets.

"*Governmental Authorities*" shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"*Hydrocarbons*" shall mean oil and gas and other hydrocarbons produced or processed in association therewith.

"*Operating Data*" shall mean operations, environmental and production data to the extent relating to the Assets, but in each case excluding any information that cannot, without unreasonable effort or expense that Buyer does not agree to undertake or pay, as applicable, be separated from any files, records, maps, information and data relating to the Excluded Assets.

"*Person*" shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

"*Permitted Encumbrances*" shall have the meaning set forth in the PPA.

"*Tag-Along Right*" shall have the meaning set forth in the PPA.

"*Third Party*" shall mean any Person other than a party to the PPA or an Affiliate of a party to the PPA.

"*Transfer*" shall mean a voluntary or involuntary direct sale, assignment, transfer, conveyance, exchange, bequest, devise, gift or any other alienation (in each case, with or without consideration), whether by assignment, sale, farmout, or otherwise, and for the avoidance of doubt shall not include indirect transfers of or by a party's parent entities.

[THE NEXT SUCCEEDING PAGES ARE THE SIGNATURE PAGES.]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

CARRIZO

CARRIZO OIL & GAS, INC.

By: 

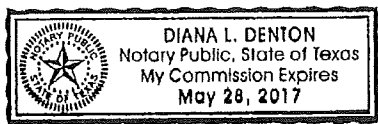
Richard H. Smith

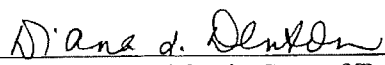
Vice President - Land

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19th day of December, 2013, by Richard H. Smith, Vice President - Land, of Carrizo Oil & Gas, Inc., a Texas corporation, on behalf of said corporation.




Notary Public in and for the State of Texas
Printed Name: Diana L. Denton
My Commission Expires: 5/28/2017

CARRIZO NIOBRARA

CARRIZO (NIOBRARA) LLC

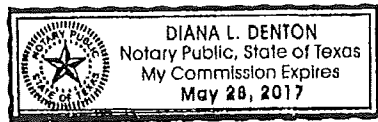
Chw

By: *[Signature]*

Richard H. Smith
Vice President - Land

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

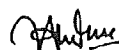
This instrument was acknowledged before me on this 19th day of December, 2013, by Richard H. Smith, Vice President - Land, of Carrizo (Niobrara) LLC, a Delaware limited liability company, on behalf of said corporation.



Diana L. Denton
Notary Public in and for the State of Texas
Printed Name: *Diana L. Denton*
My Commission Expires: *5/28/2017*

OIL USA

OIL INDIA (USA) INC.

By: 
Name: G.K. Sharma
Title: President

IOCL USA

IOCL (USA) INC.

By: H. Baidail
Name: HRIDESH BAIIDAIL
Title: DIRECTOR
IOCL (USA) Inc.

Exhibit A
Leases and Wells

Exhibit A-1: Leases.

See attached spreadsheet.

Exhibit A-2: Wells and Undrilled Locations.

None.

EXHIBIT A-1

Leases - Arapahoe County

Attached to and made part of that certain Assignment, Conveyance
and Bill of Sale between Carrizo, Carrizo (Niobrara),
OIL India (USA) and IOCL (USA) dated December 19, 2013.

Lease No.	Lessor	Lessee	Lease Effective Date	Recording Number	County	State	Brief Legal Description
CO0021001005-000	KEVIN M. MARTIN AND HUGH T. PRIVETTE	T VERNE DWYER	8/1/2011	D1103881	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 12: Part of the W/2SW/4
CO0021001007-000	MYRON SELL	T VERNE DWYER	9/27/2011	D1124418	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 2: W/2NW/4
CO0021001009-000	MONICA I. SELL	T VERNE DWYER	9/27/2011	D1124417	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 2: E/2NW/4
CO0021001021-000	BILLY W. MOUTON & BETTY J. MOUTON	C W LAKE MGT LLC	3/30/2011	D2008557	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 12: A portion of the SE/4
CO0021001022-000	COLORADO HUNT CLUB, LLC	C W LAKE MGT LLC	3/7/2011	D2017604	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 22: A portion of the N/2N/2
CO0021001023-000	DWAYNE S. FIELDS AND KRISTEN E. FIELDS	C W LAKE MGT LLC	5/24/2011	D2017606	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 11: Portions
CO0021001025-000	THE GAGNON FAMILY LIMITED PARTNERSHIP	C W LAKE MGT LLC	6/1/2011	D2017605	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 11: Portions
CO0021001028-000	MARVIN M. EDELMAN	C W LAKE MGT LLC	6/22/2011	D1077089	ARAPAHOE	COLORADO	Township 4 South, Range 65 West, 6th P.M. Section 18: E/2E/2NW/4NW/4, except the North 60 feet
CO0021001029-000	RIO GRANDE CO.	C W LAKE MGT LLC	6/23/2011	D1077090	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 11: Portions
CO0021001045-000	HUGH T. PRIVETTE AND DEBRA V. PRIVETTE	T VERNE DWYER	8/1/2011	D1103878	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 12: E/2E/2SW/4
CO0021001046-000	KEVIN M. MARTIN	T VERNE DWYER	8/1/2011	D1103879	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 12: Part of the S/2
CO0021001050-000	FOUR SELL PARTNERSHIP	T VERNE DWYER	9/27/2011	D2019310	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 2: E/2SW/4
CO0021001055-000	WILLIAM SIMONS AND VERA M.SIMONS	T VERNE DWYER	8/1/2011	D1109373	ARAPAHOE	COLORADO	Section 11: Part of the NW/4 Township 4 South, Range 66 West, 6th P.M. Section 12: W/2E/2SE/4SW/4, W/2SE/4SW/4, South 30' of the W/2SW/4
CO0021001056-000	BORIS GORSEVSKI AND VIOLETA GORSEVSKI	T VERNE DWYER	9/2/2011	D1103880	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 2: Part of the SE/4SE/4
CO0021001057-000	JOHN D. LANDWEHR AND CHRISTY K. LANDWEHR	T VERNE DWYER	7/21/2011	D1103877	ARAPAHOE	COLORADO	Township 4 North, Range 65 West, 6th P.M. Section 18: W/2W/2NW/4NE/4, except the North 60 feet thereof
CO0021001063-000	COLORADO CHRISTIAN FELLOWSHIP INC	T VERNE DWYER	8/4/2011	D1094947	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M. Section 11: Part of NE/4

EXHIBIT A-1

Leases - Arapahoe County

Attached to and made part of that certain Assignment, Conveyance
and Bill of Sale between Carrizo, Carrizo (Niobrara),
OIL India (USA) and IOCL (USA) dated December 19, 2013.

Lease No.	Lessor	Lessee	Lease Effective Date	Recording Number	County	State	Brief Legal Description
CO0021001064-000	ELK RIDGE L.P.	T VERNE DWYER	9/7/2011	D1115077	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M.; Section 7: Part of NE/4 being described as Winding Creek Village Subdivision, Filing No. 2
CO0021001066-001	TANYA SUE RELANDER	T VERNE DWYER	9/27/2011	D1127355	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M.; Section 2: E/2NE/4, Part of E/2W/2SW/4
CO0021001066-002	THE RUCKMAN FAMILY REVOCABLE TRUST, DATED MAY 31, 2007	T VERNE DWYER	9/27/2011	D1124419	ARAPAHOE	COLORADO	Section 11: Part of E/2W/2NW/4 Township 4 South, Range 66 West, 6th P.M.; Section 2: E/2NE/4, Part of E/2W/2SW/4
CO0021001066-003	THE SHERRILYN I. COAKES LIVING TRUST, DATED JULY 3, 2002	T VERNE DWYER	9/27/2011	D1124414	ARAPAHOE	COLORADO	Section 11: Part of E/2W/2NW/4 Township 4 South, Range 66 West, 6th P.M.; Section 2: E/2NE/4, Part of E/2W/2SW/4
CO0021001066-004	TRACY L. WESTON AS TRUSTEE OF THE T VERNE DWYER T.L. WESTON LIVING TRUST DATED, JULY 3, 2002	T VERNE DWYER	12/6/2011	D1124393	ARAPAHOE	COLORADO	Section 11: Part of E/2W/2NW/4 Township 4 South, Range 66 West, 6th P.M.; Section 2: E/2NE/4, Part of the E/2W/2SW/4
CO0021001067-001	LUCILLE VALLANDIGHAM, PERSONAL REPRESENTATIVE OF THE ESTATE OF EDWARD JAMES KRANTZ	T VERNE DWYER	9/27/2011	D1127357	ARAPAHOE	COLORADO	Section 11: Part of the E/2W/2NW/4 Township 4 South, Range 66 West, 6th P.M.; Section 11: Part of NE/4
CO0021001067-002	K. RICHARD ENGEL	T VERNE DWYER	9/16/2011	D1127356	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M.; Section 11: Part of NE/4
CO0021001072-001	REBECCA K. PETRIELLO	T VERNE DWYER	9/27/2011	D1124413	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M.; Section 2: Part of W/2NE/4, Part of NE/4NE/4 Section 11: Part of W/2W/2NW/4
CO0021001072-002	THE BRENNAN B. BOUNDS TRUST, DATED FEBRUARY 6, 2002	T VERNE DWYER	9/27/2011	D1124415	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M.; Section 2: Part of W/2NE/4, Part of NE/4NE/4 Section 11: Part of W/2W/2NW/4
CO0021001072-003	BARRY B. BOUNDS	T VERNE DWYER	9/27/2011	D1124416	ARAPAHOE	COLORADO	Township 4 South, Range 66 West, 6th P.M.; Section 2: Part of W/2NE/4, Part of NE/4NE/4 Section 11: Part of W/2W/2NW/4

14124
5624

AFTER RECORDING RETURN TO:
COLORADO CHRISTIAN FELLOWSHIP
10630 E. ILLIFF AVENUE
AURORA, CO 80014

Arapahoe County Clerk & Recorder, Nancy A. Doly
Reception #: 88007034
Receipt #: 5377948
Pages Recorded: 3
Recording Fee: \$18.00
Document Fee: \$56.24
Date Recorded: 1/17/2008 9:47:16 AM

SPECIAL WARRANTY DEED

THIS DEED, Made this 11th day of January, 2008 between

Buckboard Limited Liability Co., a Colorado limited liability company
of the County of Arapahoe and State of COLORADO, grantor(s), and
Colorado Christian Fellowship, Inc., a Colorado nonprofit corporation
whose legal address is 10630 E. Illiff Avenue, Aurora, CO 80014
of the County of Arapahoe, State of Colorado, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Five Hundred Sixty-Two Thousand Four Hundred Twenty Dollars and 58/100's (\$562,420.58), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Arapahoe, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 21190 E. 6th Avenue, Aurora, CO

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) except and subject to those matters listed on Exhibit B attached hereto and made a part hereof.

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

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

SELLER:

Buckboard Limited Liability Co.,
a Colorado limited liability company

Kathleen A. Mansfield-Hall
Kathleen A. Mansfield-Hall, Managing Member

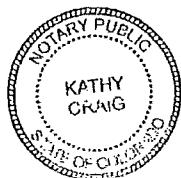
STATE OF COLORADO
COUNTY OF DENVER

) ss:

The foregoing instrument was acknowledged before me this 11th day of January, 2008 by Kathleen A. Mansfield-Hall, Managing Member of Buckboard Limited Liability Co., a Colorado limited liability company

Witness my hand and official seal.
My Commission expires: April 20, 2011

Kathy Craig
Notary Public



SPWDTC1
Special Warranty Deed Tenants in Common



Security Title
File No. S0226490

Exhibit A
Legal Description

A parcel of land located in the NE $\frac{1}{4}$ of Section 11, TWP 4 South, Range 66 West of the 6th P.M., Arapahoe County, Colorado, described as follows:

Commencing at the N $\frac{1}{4}$ corner of said Section 11; Thence Southerly along the North-South centerline of said Section 11, a distance of 30.00 feet to the point of beginning; thence continuing along the last described course, a distance of 753.32 feet; thence along a deflection angle to the left of 89 degrees 36' 12", and parallel with the North line of said Section 11, a distance of 1155.52 feet; thence on a deflection angle to the left of 90 degrees 14' 43", and parallel with the East line of said Section 11, a distance of 753.31 feet to a point lying on the South right-of-way line of E. 6th Avenue, said point being 1486.01 feet West of the NE corner of said Section 11; thence on a deflection angle to the left of 89 degrees 45' 17", and parallel with the North line of said Section 11, a distance of 1157.51 feet to the point of beginning.

Exhibit B
Permitted Exceptions

1. Taxes for the year 2008 and subsequent years, a lien but not yet due and payable.
2. Any existing leases or tenancies.
3. Any water rights or claims or title to water, in, on or under the land.
4. Reservations made by the Union Pacific Railway Company in deed recorded December 22, 1890 in Book A49 at Page 202 (Old Arapahoe County records), providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same; and any and all assignments thereof or interests therein.
5. An easement for telephone and telegraph lines and incidental purposes granted to American Telephone and Telegraph Company by the instrument recorded March 2, 1929 in Book 278 at Page 215.
6. The effect of Mineral Quit Claim Deed to Union Pacific Land Resources Corporation recorded November 23, 1998 at Reception No. A8189797.
7. The effect of Notices of E-470 recorded December 19, 1995 at Reception Nos. A5133863 and A5133865.
8. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. B2090878.
9. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2001-90 recorded September 9, 2003 at Reception No. B3201575.
10. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2001-91 recorded September 9, 2003 at Reception No. B3201576.
11. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement recorded November 10, 2003 at Reception No. B3243603.
12. The following matters affecting subject property as disclosed by ALTA/ACSM Survey dated July 3, 2007, prepared by Martin/Martin Consulting Engineers, survey #19976.C.86:
 - a) Portions of subject property located within 100 and 500 year flood plains.
 - b) Any loss or damage arising from the fact that the fence lines as constructed do not exactly coincide with record boundary lines.
 - c) Electric lines and all underground lines appurtenant thereto, underground pipes associated with propane tank and PVC pipes not located in record easements.



City Clerk's Office
City of Aurora
15151 East Alameda Parkway
1st Floor
Aurora, CO 80012

6-

Arapahoe County Clerk & Recorder, Tracy K. Baker
Reception #: 83243803
Recording Fee: \$61.00
Receipt #: 3580211
Pages Recorded: 12
Date Recorded: 11/10/2003 2:31:03 PM

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 10th day of October, 2003, by and between BUCKBOARD LIMITED LIABILITY CO., hereinafter referred to "ANNEXOR," and the CITY OF AURORA, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "CITY."

RECITALS

1. ANNEXOR is the owner of the property described in Exhibit "A", attached hereto (the "Property") and has filed a petition to annex said property to the CITY; and

2. The parties mutually agree pursuant to City Code Section 146-301 that the annexation of the Property to the CITY shall not create any additional cost or impose additional burden on the existing residents of the CITY to provide public facilities and services to the Property after annexation. If the proposed development will result in new burdens on the city's existing public facilities and services, the development shall be responsible for mitigating such impacts through compliance with standards adopted by the city council. The standards will include fees calculated and imposed to provide adequate public facilities and services based on objective criteria.

In consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them IT IS AGREED:

1. DEFINITIONS

1.1 "Annexor" shall mean and refer to the ANNEXOR, and his heirs, successors, assigns, and designees.

1.2 "Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainageways, or storm drainage areas.

1.3 "Drainage Basin Development Fee" shall mean the CITY's fee of \$1,052 per gross acre, or as such amount may be subsequently adjusted by City Council, payable at the time of subdivision platting, which is levied and assessed upon each vacant and undeveloped lot and parcel of land within the CITY for the purpose of funding the construction and installation of major facilities in accordance with the Drainage Master Plan.

1.4 "Off-Site Traffic Impact Fee" shall mean the CITY's fee of \$500 per gross acre, or as such amount may be subsequently adjusted by City Council, payable at the time of subdivision platting, which the CITY normally charges to offset the costs to the CITY of improvements to streets beyond the limits of the property, which are required to address the impacts to such streets from development on the property.

2/12

1.5 "Park Development Fee" shall mean the CITY's fee established by City Council, or as such amount may subsequently be adjusted by City Council, payable at the time building permit issuance, which the CITY charges to offset the costs to the CITY of improvements to public park lands that are required to address the impacts to such parks from development on the property.

1.6 "Sewer Interceptor Fee" shall mean the CITY's fee of \$500 per gross acre, or as such amount may be subsequently adjusted by the City Council, payable at the time of subdivision platting, which the CITY charges for extension by the CITY of sewer interceptor lines and other improvements necessary to provide sanitary sewer service to development on the property.

1.7 "Sewer Interceptor Lines" shall mean and refer to sewer lines larger than twelve inches (12") in diameter.

1.8 "Siren Fee" shall mean the CITY's fee of \$78 per gross acre, or as such amount may be subsequently adjusted by the City Council, payable at the time of subdivision platting, which the CITY charges for providing public safety warning sirens to serve the property.

1.9 "Streets" shall mean and refer to residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roadways.

1.10 "Water Transmission Development Fee" shall mean the CITY's fee of \$1,100 per acre, or as such amount may be subsequently adjusted by City Council, payable at the time of subdivision platting, which the CITY charges for extension by the CITY of water transmission lines to supply water to the property.

1.11 "Water Transmission Lines" shall mean and refer to water lines larger than twelve inches (12") in diameter.

2. STREETS

2.1 ANNEXOR shall dedicate free and clear of all liens and encumbrances of any kind, all rights-of-way for public streets for the full width thereof, as required by the CITY. ANNEXOR shall design and fully improve to CITY standards all public streets within the Property, and one-half of all streets lying on or abutting the exterior boundaries of the Property, without cost to CITY. Such dedication of streets shall occur at the time of CITY approval of each subdivision plat within the Property; however, ANNEXOR agrees to dedicate such rights-of-way at an earlier time when determined by CITY to be required for commencement of construction of such streets or for extension of utilities. An earlier dedication shall not relieve ANNEXOR of his obligation to improve streets as provided herein.

2.2 ANNEXOR agrees to convey to CITY an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one foot incline for every three feet (3') of distance. Said easement shall be released to ANNEXOR at such time as the adjacent property is filled and maintained at grade.

2.3 ANNEXOR shall pay a per acre off-site traffic impact fee as established by ordinance for the acreage within the Property for the improvement of off-site transportation facilities. Such fee shall be due and payable pro rata based upon the acreage of each plat at the time of CITY approval of each subdivision plat within the Property. ANNEXOR agrees to include the Property in districts or other mechanisms established by CITY for improvement of roadways.

2.4 After platting of any portion of the Property, ANNEXOR will advance the funds required for signalization of perimeter streets when needs meet the required warrants as reasonably determined by CITY, subject to reimbursement on an equitable pro rata basis by other landowners contributing to the warranting of such signals, such reimbursement to be administered by CITY by separate agreement between ANNEXOR and CITY pursuant to the city code.

3. WATER AND SEWER

3.1 The CITY agrees to install water transmission lines and sewer interceptor lines to the Property at a point nearest CITY'S existing facilities, in accordance with its master plan. ANNEXOR agrees to dedicate all necessary unobstructed right-of-way for utility easements needed for water and sewer lines to serve the area described herein, or for transmission through the area described herein, not less than sixteen feet (16') in width for a sanitary sewer or water line, and not less than twenty-six feet (26') in width when a parallel water and sewer line must be installed. The ANNEXOR shall grant additional temporary construction easements for installation of water and sewer mains where required by the CITY. ANNEXOR agrees to develop and provide to the CITY for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe transmission facilities and distribution facilities.

3.2 Subject to Section 3.3 herein, the CITY shall provide water and sewer service to the Property within a reasonable period of time after notification of need by the ANNEXOR as required for development of the Property. ANNEXOR agrees to pay to CITY a per acre water transmission development fee and a per acre sewer interceptor fee as established by ordinance for the gross acreage within the Property. The water transmission development fee and sewer interceptor fee shall be due and payable pro rata based upon the acreage of each plat at the time of CITY approval of each subdivision plat within the Property. The fee amount shall be that in effect at the time of payment. ANNEXOR further agrees to make additional payments on the balance of the water transmission development fee and sewer interceptor fee as may be required from time to time to extend water transmission and sewer interceptor lines to serve the Property as needed for development. In the event, however,

4/12

that the total amount of such fees is insufficient to fund extension of the line, ANNEXOR shall advance the necessary funds to pay for the total cost to design and construct extension of water transmission and sewer interceptor line extensions. ANNEXOR may proceed under a separate agreement with CITY for payback of costs in excess of fees from pursuant to Section 8.1.

3.3 There shall be no duty or obligation upon the CITY to furnish water or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of CITY, sufficient acreage has been annexed and fees paid to pay for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible. The CITY'S obligation to provide water is subject to any uniform water restrictions and rate modifications that the City Council enacts under its general police power, including but not limited to drought management plans and regulations adopted by the City Council and /or the Director of Utilities pursuant to the City Code.

3.4 Notwithstanding the fees provided in this Article III, if provisions of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third party authorities, ANNEXOR shall provide such funds as and when required by such service agency.

3.5 ANNEXOR will pay tap fees as are required by the CITY at the time said taps are needed. The ANNEXOR agrees that all promises of water and sanitary sewer service made by this agreement are subject to any water and sewer tap allocation program of the CITY, and are uniformly applied subject to any other general restrictions of the CITY, or regional service agencies, relating to the provision of water and sanitary sewer service.

3.6 Prior to final approval of the annexation ordinance, ANNEXOR shall deliver to CITY a special warranty deed for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the ANNEXOR'S Property. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor has not divested himself of the subject non-tributary and not non-tributary groundwater prior to its conveyance to the CITY.

3.7 The ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate, and use any and all water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Property. The ANNEXOR irrevocably consents in perpetuity, on behalf of itself and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use by the CITY of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the CITY to withdraw, appropriate, or use said water.

3.8 The drilling of water wells upon the Property shall not be commenced or undertaken without the prior approval of the CITY COUNCIL. To the extent that the CITY wishes to

drill wells on the Property, the location of such wells shall not affect materially the development plan. The CITY must provide ANNEXOR with written notice indicating the proposed location of any well to be drilled at least twenty (20) days prior to commencement of drilling. The ANNEXOR agrees to convey necessary easements to CITY for wells.

4. STORM DRAINAGE

4.1 ANNEXOR shall pay the per-acre drainage fee established by City Code for basin-wide drainage facilities as required by CITY'S master drainage plan and ordinances. The fee shall be payable at the time of CITY approval of each subdivision plat within the Property. The amount payable shall be pro rata based upon the acreage of each plat

4.2 In the event the ANNEXOR desires to complete the development of any portion of the annexed lands prior to completion of the regional storm drainage improvements to major drainageways by the CITY, the ANNEXOR may make those improvements at its expense. At its option, and subject to a separate agreement, the CITY may agree to reimburse the ANNEXOR at a future date for ANNEXOR'S cost for construction of said improvements.

4.3 ANNEXOR shall be responsible for design and construction of drainage improvements, other than basin-wide improvements described in Section 4.1, as required by CITY to permit development of the property.

4.4 ANNEXOR shall dedicate all land within the 100-year floodplain and a maintenance trail corridor at the time of platting of any property located adjacent to the floodplain.

5. CROSSINGS

5.1 The parties mutually agree that whenever it is found and determined by CITY that a crossing of drainageway, existing or proposed roadway, railroad, or any impediment to a roadway is required within the Property, CITY shall specify design criteria, and ANNEXOR shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described property shall be constructed in conformance with CITY standards.

5.2 If a crossing is required on the exterior boundary of the Property, ANNEXOR shall be responsible for its proportionate share of the construction cost as determined by CITY.

6. PUBLIC LAND DEDICATION

6.1 ANNEXOR agrees to dedicate land to CITY to be used for public purposes, or pay cash in lieu of land if required by CITY. Dedication of land or payment of cash shall occur

at the time of approval of the first subdivision plat for development within the Property. Land dedication for parks shall comply with the requirements of the City Code. Land dedicated for public uses other than parks shall equal one percent (1%) of residentially zoned property. In addition, Annexor shall also dedicate land for public uses equal to two percent (2%) of the Property zoned nonresidential. All dedicated lands shall be platted by ANNEXOR at the time of dedication in accordance with the CITY's subdivision regulations. The external boundaries of the dedicated land shall be monumented on the ground as required by the City Code.

6.2 In the event CITY requires cash in lieu of land dedication, ANNEXOR shall pay money to the CITY in an amount equal to the fair market value at the time of payment of improved land as described in Section 6.3 herein shall meet all the standards for acceptance by the CITY as enumerated herein. The full in-lieu payment shall be due, if not sooner paid, prior to the expiration date of this agreement. All such dedicated or conveyed real property shall be dedicated for the perpetual use and benefit of the public by the dedication language of the relevant subdivision plat or shall be conveyed to the CITY by special warranty deed free and clear of mortgages, deeds of trust, and other liens of whatever sort, and be free and clear of other restrictions, reservations, exceptions, covenants, easements, rights-of-way, and other encumbrances (except easements of record), and other encumbrances or natural conditions, except for those to which CITY had no reasonable objection in light of the intended use of the site, at no monetary cost to the CITY. Said land shall have zoning to permit the intended use.

6.3 Promptly upon applying for any subdivision plat, the approval of which will trigger any in-lieu payment, ANNEXOR shall notify CITY and commence negotiations to agree upon the amount of said in-lieu payment. If the parties cannot agree upon the amount of any in-lieu payment required by this agreement, each party shall appoint an appraiser of its choosing, whose fees shall be paid by the appointing party. If the two appraisers thus appointed cannot agree on the amount, they shall jointly appoint a third appraiser whose fees shall be paid half by ANNEXOR and half by the CITY. The amount shall be the average of the two appraisal amounts (out of three appraisals) which are closest to one another in value. Until the amount is established as provided in this Section, CITY shall not approve the plat that triggers the payment at issue to proceed to final approval. CITY agrees to respond with reasonable promptness in all matters regarding determination under this Section so as to minimize the platting delay, if any, to ANNEXOR.

6.4 ANNEXOR agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a nonresidential to a residential classification, or a residential zoned area is rezoned to a higher density, the CITY may require additional land dedications at the time of subdivision platting.

6.5 To the extent the described Property is to be zoned residential, ANNEXOR shall dedicate land for public schools as required by the city code. All land or cash in lieu shall be due at the time of the platting of the first residential subdivision. Land dedicated for schools shall comply with the requirements of City Code Section 147-48.

7/12

6.6 he ANNEXOR agrees that lands to be donated for public purposes shall include all site and public improvements including, but not limited to water, sewer, curb, gutter, streets, and sidewalks. ANNEXOR shall install such improvements when determined by the CITY to be necessary. (Or, if determined by the CITY at the time of conveyance that the improvements are not needed at that time, then ANNEXOR shall enter into a separate agreement specifying when and how the improvements will be made). No lands to be dedicated for public purposes shall be disturbed by ANNEXOR in any manner to disrupt the natural landscape, unless first approved by the CITY. ANNEXOR agrees that all lands donated to the CITY shall not be used as a borrow or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the flood plain disturbed due to storm drainage improvements, must be successfully planted or seeded by ANNEXOR with native grasses acceptable to CITY to prevent erosion.

6.7 ANNEXOR hereby grants to CITY a lien on the Property to secure payment of the amounts or dedications of the lands and water rights. This lien may be foreclosed like a mortgage, but only after written demand for payment or dedication to the owner(s) of the land to be foreclosed upon followed by sixty (60) days without payment or dedication of all amounts or lands identified in said demand.

6.8 ANNEXOR agrees to pay to CITY a park development fee as required by the City Code, as such amount may be subsequently adjusted by the City Council

7. URBAN SERVICES

7.1 If the proposed development will result in new burdens on the CITY'S existing public facilities and services, the development shall be responsible for mitigating such impacts through compliance with standards adopted by the city council. The standards will include fees calculated and imposed to provide adequate public facilities and services based on objective criteria

7.2 It is expressly understood that the CITY may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants. ANNEXOR shall petition for exclusion from the fire protection district upon completion of the annexation and approval of zoning. In any event, the exclusion shall be completed before the first residential building permit is issued. CITY shall provide fire protection upon exclusion of the Property from the district.

7.3 If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the CITY to provide such utilities services to the areas within any such district, unless it be done by mutual agreement between the CITY and such district. However, if requested by the CITY, the ANNEXOR shall petition for exclusion from the district. In the event of exclusion, the CITY shall assume responsibility for service to the

8/12

annexed area, and the ANNEXOR shall comply with all applicable utilities service provisions contained herein.

7.4 ANNEXOR shall pay a fee of \$78.00 per acre, as such amount may be subsequently adjusted by the City Council, at the time of subdivision plat approval to be used by the City to fund emergency warning siren in the area. If requested by CITY, ANNEXOR shall provide a minimum of ten (10) foot by ten (10) foot easement to locate the siren and tower.

7.5 ANNEXOR may continue to use the Property, or any portion of the Property for dryland farming until ANNEXOR desires to change the use.

8. PUBLIC FACILITY EXTENSION

8.1 Extension of water and sewer line, streets, storm drainage, street lighting, traffic control devices, and other public improvements from the developed areas of the CITY to the Property may be pursuant to reimbursement as provided in the City Code to reimburse ANNEXOR from lands abutting such facilities for ANNEXOR'S costs to extend public facilities which benefit such intervening lands.

9. GENERAL PROVISIONS

9.1 This agreement shall be recorded with the Clerk and Recorder in Arapahoe County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. ANNEXOR shall notify CITY of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this agreement with respect to each and every part of the Property. When the ANNEXOR conveys portions of the Property to a third party, there is no continuing personal liability for the ANNEXOR for the portions conveyed.

9.2 In order to facilitate construction of improvements and subject to CITY'S rights of review and approval under the laws of the State of Colorado, and the Aurora City Code, CITY will consider the creation of one or more districts including, but not limited to special districts, general improvement districts, and metropolitan districts authorized pursuant to Titles 31 and 32, C.R.S., to provide financing of public improvements. ANNEXOR agrees that any special districts established within the Property shall not levy, charge, or collect a sales tax, nor shall such districts apply for or request Colorado Conservation Trust Funds as supplemented by the state lottery.

9.3 Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of CITY'S legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this agreement prohibit the enactment by CITY of any fee which is of uniform or general application.

9/12

9.4 No right or remedy of disconnection of the described Property from the CITY shall accrue from this agreement, other than that provided by City Code Section 146-307. ANNEXOR covenants that the urban service extension fee shall not constitute grounds for disconnection. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, CITY shall have no obligation to serve the disconnected Property and this agreement shall be void and of no further force and effect as to such Property.

9.5 If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of this agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from the CITY then this annexation agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all the terms and provisions of this annexation agreement.

9.6 In the event that the annexation of the Property or any portion thereof is voided by final action of any court, CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the property, and upon such cure this annexation agreement shall be deemed to be an agreement to annex the Property to CITY pursuant to Section 31-12-121 of the Colorado Revised Statutes, 1973, and City Code 138-223 and 138-327. ANNEXOR shall reapply for annexation as when the Property becomes eligible for annexation as determined by CITY.

9.7 It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

9.8 All fees recited in this agreement shall be subject to amendment by City Council. Any amendment to fees shall be incorporated into this agreement as if originally set forth herein. Nothing in this agreement shall prevent, prohibit, diminish, or impair the CITY'S home rule governmental authority to adopt fees or regulations to address the impacts of development.

9.9 ANNEXOR agrees to include the Property in public improvement districts as may be organized by the CITY pursuant to the provisions of Title 31, Article 25, Part 6, of the Colorado Revised Statutes.

9.10 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 9.8, there shall be no modification of this agreement except in writing, executed with the same

formalities as this instrument. Subject to the conditions precedent herein, this agreement may be enforced in any court of competent jurisdiction.

9.11 This agreement shall terminate and expire upon the completion of the development of the property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall continue to be subject to the charter, ordinances, and rules and regulations of the CITY. The CITY agrees to provide ANNEXOR with a recordable termination of this Agreement upon satisfaction of all of ANNEXOR'S obligations under this Agreement.

9.12 It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9.13 Any and all obligations of the CITY for water, sewer, and drainage improvements shall be the sole obligation of the CITY'S Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the CITY within the meaning of any constitutional, statutory, or charter limitation. Any and all obligations of the CITY for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by the City Council.

9.14 In the event of breach or default by the city, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. ANNEXOR, it successors and assigns, hereby waive any rights to money damages for any such breach or default. In the event of litigation, the prevailing party shall be awarded its reasonable attorneys fees and court costs.

11/12

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

ANNEXOR:

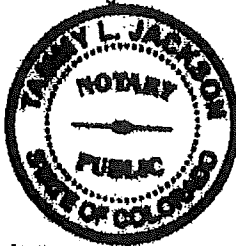
BUCKBOARD LIMITED LIABILITY CO.

By: Kathleen R. Mansfield Hall
Its: Managing Member

State of Colorado)
)ss
County of Adams)

Subscribed to before me this 16th day of October, 2003, by
Kathleen Mansfield Hall as Managing Member of BUCKBOARD LIMITED
LIABILITY CO.

My commission expires:



Tammy Jackson
Notary Public

CITY OF AURORA, COLORADO

By: Paul E. Tauer
PAUL E. TAUER, Mayor

ATTEST:

Debra Johnson
DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM:

Doc Rogers
City Attorney's Office

12/12

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 11; THENCE S00°40'14"E ALONG THE WEST LINE OF SAID NE 1/4 A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTH R.O.W. LINE OF EAST 6TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°43'28"E PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 AND ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 1157.47 FEET; THENCE S00°31'13"E PARALLEL WITH THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 753.31 FEET; THENCE S89°43'28"W PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 A DISTANCE OF 1155.49 FEET TO A POINT LYING ON THE WEST LINE OF SAID NE 1/4; THENCE N00°40'14"W ALONG SAID WEST LINE A DISTANCE OF 753.32 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS (871,181 SQUARE FEET) 19.9996 ACRES

City Clerk's Office
City of Aurora
15151 East Alameda Parkway
1st Floor
Aurora, CO 80012

1/-

EFFECTIVE DATE: 09-20-03

ORDINANCE NO. 2001-91

83201576

9/09/2003 16:17:15

PG: 0001-002

11.00 DOC FEE:

0.00

A BILL

TRACY K. BAKER
ARAPAHOE COUNTY

FOR AN ORDINANCE ZONING A PARCEL OF LAND
GENERALLY LOCATED ½ MILE WEST OF PICADILLY ROAD AND SOUTH OF THE 6TH
AVENUE ALIGNMENT, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF
COLORADO, E-470 CORRIDOR ZONE DISTRICT
AND AMENDING THE AURORA ZONING MAP ACCORDINGLY
(BUCKBOARD E-470 INITIAL ZONING) 19.9996 ACRES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO:

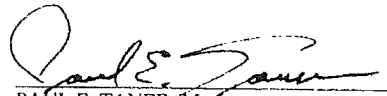
Section 1. That the parcel of land generally located ½ mile west of Picadilly Road and south of the 6th Avenue alignment, County of Arapahoe, State of Colorado, described in Exhibit A attached hereto and incorporated herein, is hereby zoned E-470 Corridor Zone District, and the Aurora Zoning Map is hereby amended.

Section 2. That the described property is designated Regional Retail/Commercial district subarea as depicted on the E-470 Corridor District Map on file with the Planning Director.

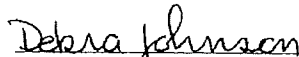
Section 3. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this 17th day of
December, 2001.

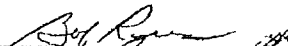
PASSED AND ORDERED PUBLISHED BY REFERENCE this 11th day of
August, 2003.


PAUL E. TAUER, Mayor

ATTEST:


DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM


[in 470 Buckboard]

2/12

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 11; THENCE S00°40'14"E ALONG THE WEST LINE OF SAID NE 1/4 A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTH R.O.W. LINE OF EAST 6TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°43'28"E PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 AND ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 1157.47 FEET; THENCE S00°31'13"E PARALLEL WITH THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 753.31 FEET; THENCE S89°43'28"W PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 A DISTANCE OF 1155.49 FEET TO A POINT LYING ON THE WEST LINE OF SAID NE 1/4; THENCE N00°40'14"W ALONG SAID WEST LINE A DISTANCE OF 753.32 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS (871,181 SQUARE FEET) 19.9996 ACRES

f:\docs\clients\anx - buckboard\petition for annexation

City Clerk's Office
City of Aurora
15151 East Alameda Parkway
1st Floor
Aurora, CO 80012

215-
ORDINANCE NO. 2001-90

1-11
EFFECTIVE DATE: 09-20-03

A BILL

B3201575
9/09/2003 16:17:15
PG: 0001-005
26.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

FOR AN ORDINANCE ANNEXING
A PARCEL OF LAND LOCATED IN SECTION 11,
TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO, TO THE CITY OF AURORA
(BUCKBOARD LLC) 19.99 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 105 have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the annexation of the territory located in the County of Arapahoe, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, 2003.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this ordinance, and that this ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

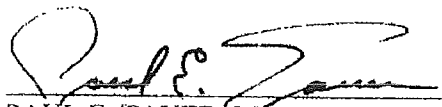
Section 4. That the City Clerk is authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

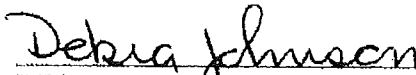
Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this 17th day of December, 2001.

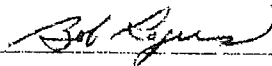
PASSED AND ORDERED PUBLISHED BY REFERENCE this 11th day of August, 2003.


PAUL E. TAUER, Mayor

ATTEST:


DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM



[Nevin Buckboard annex ord]

EXHIBIT A

3-11

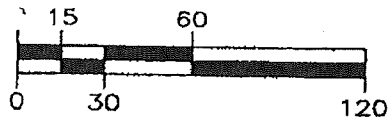
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 11; THENCE S00°40'14"E ALONG THE WEST LINE OF SAID NE 1/4 A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTH R.O.W. LINE OF EAST 6TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°43'28"E PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 AND ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 1157.47 FEET; THENCE S00°31'13"E PARALLEL WITH THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 753.31 FEET; THENCE S89°43'28"W PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 A DISTANCE OF 1155.49 FEET TO A POINT LYING ON THE WEST LINE OF SAID NE 1/4; THENCE N00°40'14"W ALONG SAID WEST LINE A DISTANCE OF 753.32 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS (871,181 SQUARE FEET) 19.9996 ACRES

C1-464 11



SCALE: 1" = 60'

LEGEND



EXISTING CITY LIMITS

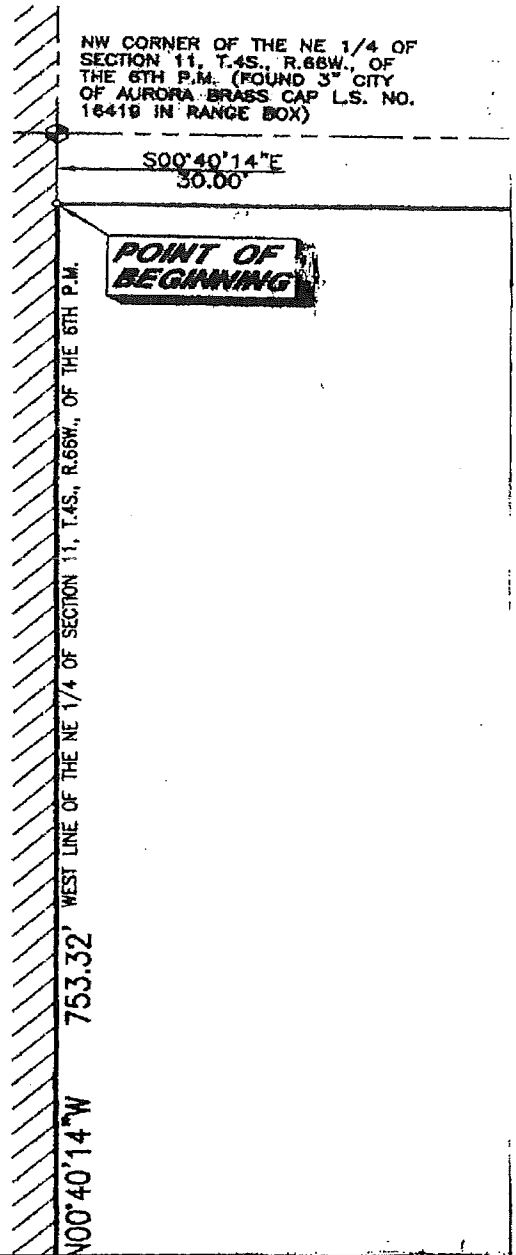
ANNEXATION DATA:

TOTAL PERIMETER: 3819.59'

CONTIGUOUS PERIMETER: 2452.12'

AREA OF ANNEXATION: 871,181 SQ. FT.
OR
19.9996 ACRES

ORD. NO. 73-45



ANNEXATION PLAT

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 11, T.4S.,
ARAPAHOE COUNTY, COLORADO

5-11

EAST 6TH AVENUE

(80' R.O.W.)
(BK. 6~PG. 431)

N89°43'28"E 2643.55' (BASIS OF BEARINGS)

NORTH LINE OF THE NE 1/4 OF SECTION 11, T.4S., R.66W., OF THE 6TH P.M.

N89°43'28"E 1157.47' (1157.51')

AREA TO BE ANNEXED
19.9998 ACRES

R.66W., OF THE 6TH P.M.

6-11

NE CORNER OF SECTION 11,
T.4S., R.66W., OF THE 6TH P.M.
(FOUND 3 1/2" ALUMINUM CAP
L.S. NO. 28357 IN RANGE BOX)

210.00'

S00°31'13"E 753.31'

NE 1/4 OF SECTION 11, T.4S., R.66W., OF THE 6TH P.M.
S00°31'13"E 2641.46'

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 11, T.4S., R.66W., OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

7-11

COMMENCING AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 11; THENCE S00°40'14"E ALONG THE WEST LINE OF SAID NE 1/4 A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTH R.O.W. LINE OF EAST 8TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°43'28"E PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 AND ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 1157.47 FEET; THENCE S00°31'13"E PARALLEL WITH THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 753.31 FEET; THENCE S89°43'28"W PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 A DISTANCE OF 1155.49 FEET TO A POINT LYING ON THE WEST LINE OF SAID NE 1/4; THENCE N00°40'14"W ALONG SAID WEST LINE A DISTANCE OF 753.32 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I, BRETT L. MILLER, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, STATE OF COLORADO, IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF SAID ANNEXING MUNICIPALITY, AND HEREBY CERTIFY THAT THIS ANNEXATION PLAN COMPLIES WITH APPLICABLE SURVEYING REQUIREMENTS CONTAINED IN THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

BRETT L. MILLER,
PROFESSIONAL L.S. NO. 27600
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
OF COLORADO, INC.



NOTES:

ALL DIMENSIONS IN PARENTHESIS ARE AS PER DEED OR LEGAL DESCRIPTION PROVIDED.

THIS SURVEY WAS PREPARED BASED ON INFORMATION CONTAINED IN TITLE COMMITMENT NO. 0030050400 AS PREPARED BY SECURITY TITLE GUARANTY COMPANY AS AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY BEARING AN EFFECTIVE DATE OF MAY 5, 2000 AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.

BEARINGS USED ON THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF NE 1/4 OF SECTION 11, T.4S., R.66W., OF THE 6TH P.M. BEARS N89°43'28"E BOUNDED AND REFERENCED BY THE MONUMENTS SHOWN HEREON.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMITS A CLASS TWO(2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.

CITY OF AURORA APPROVALS:

MAYOR:

CITY ENGINEER:

CITY ATTORNEY:

CITY CLERK:

CITY COUNCIL ORDINANCE NO.:

EFFECTIVE DATE:

8/14/03

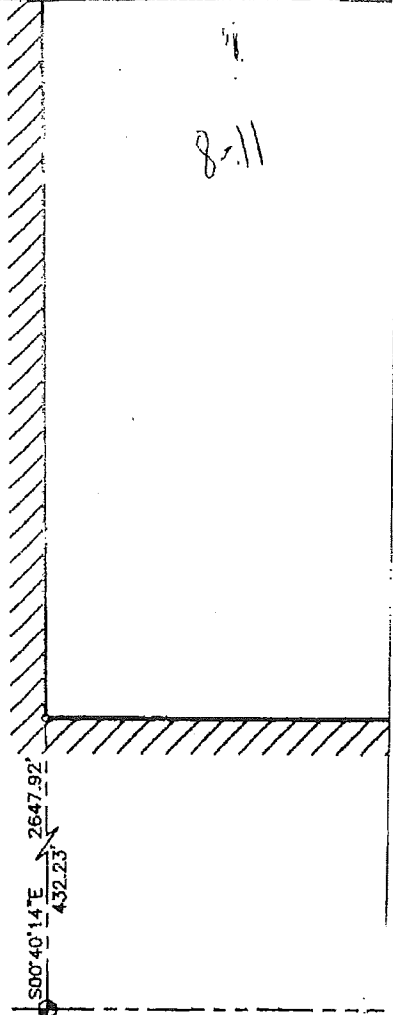
DATE: 8-14-03

DATE: 8-14-03

2801-90

09-20-2003

8-11



C 1/4 CORNER OF SECTION 11,
T.4S., R.64W., OF THE 8TH P.M.
(FOUND BENT 3" PIPE 2' BELOW
ASPHALT SURFACE)

9=11

S89°43'28"W 1155.49' (1155.52')



ORD. NO. 80-130

SOUTH LINE THE NE 1/4 OF SECTION 11, T.4S., R.65W., OF THE 6TH P.M.
N89°35'05"E 2636.58'

PREPARED BY:

Engineering Service Company

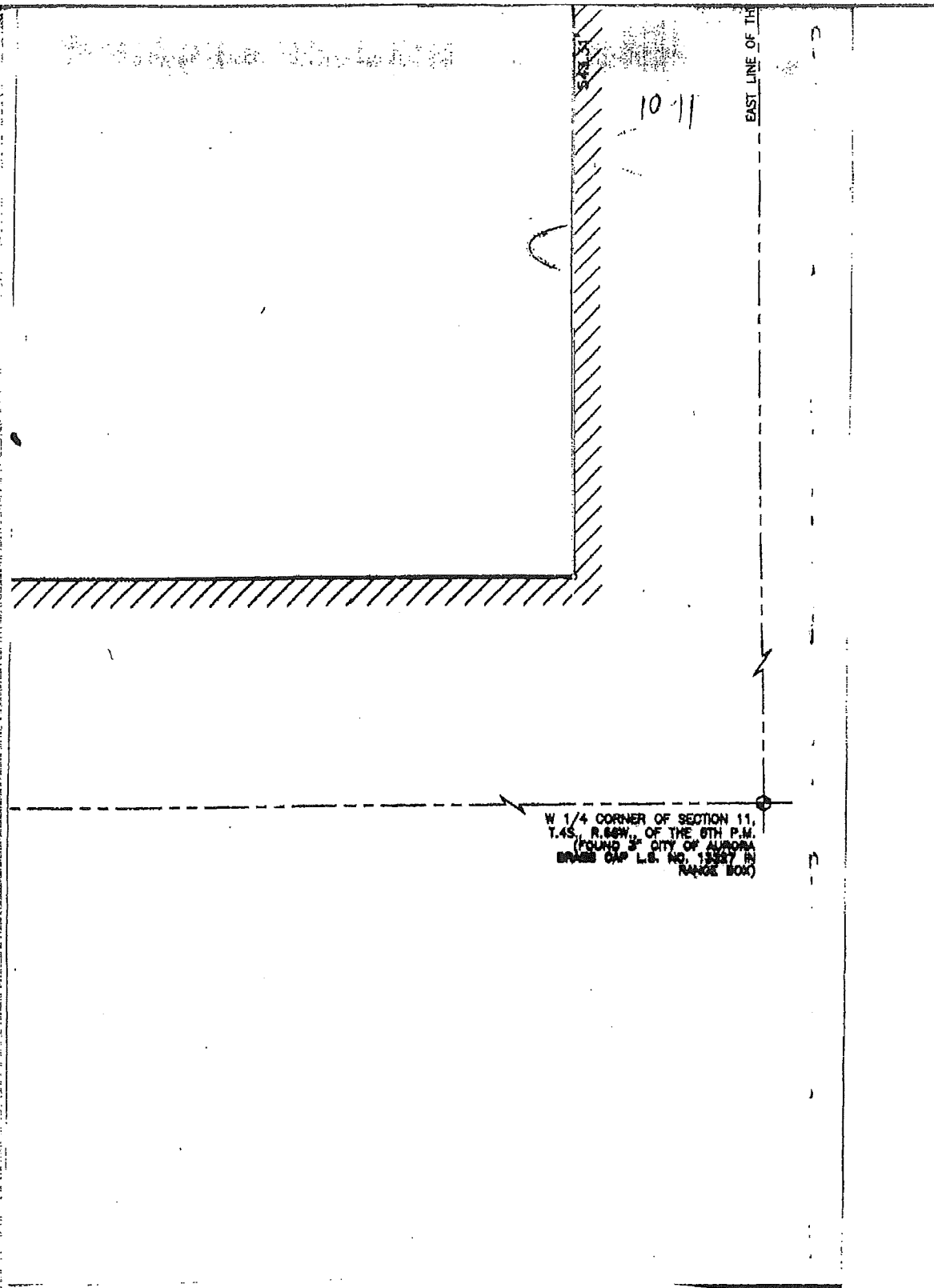
1300 South Potomac Street, Suite 126

Aurora, Colorado 80012

Phone: (303) 337-1383 Fax: (303) 337-7461

engineers-surveyors

DRAWER NO.: C-1308 ~ DATE OF LAST REVISION: 07-24-01



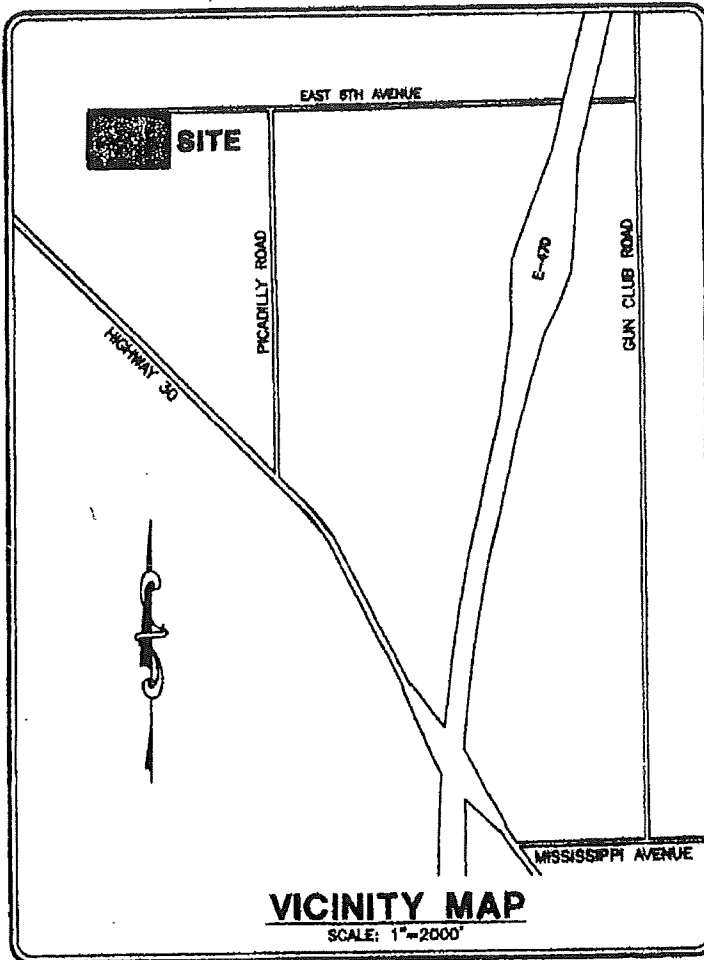
EAST LINE OF THE

10-11

W 1/4 CORNER OF SECTION 11,
T.4S., R.66W., OF THE 6TH P.M.
(TOWNSHIP 3, CITY OF ALABAMA)
BRASS ON L.S. NO. 13387 IN
RANGE BOX

11.11
Certified to be a full, true & correct copy of the
original in my custody on 9/2/03

Debra Johnson
City Clerk/Records Manager



C1-464 11

**REQUEST FOR NOTIFICATION
OF SURFACE DEVELOPMENT**

B2090878
5/16/2002 11:38:58
PG: 0001-001
5.00 DOC FEE:
TRACY K. BAKER
ARAPAHOE COUNTY 0.00

STATE OF COLORADO }
COUNTY OF ARAPAHOE }

RME PETROLEUM COMPANY (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "**RME**") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in ARAPAHOE County, Colorado (the "Subject Lands"), to-wit:

**Township T4S, Range R66W
Section Sec 11: NE4 & part SE4**

Parcel Nos.: All surface parcels associated with the referenced legal description

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

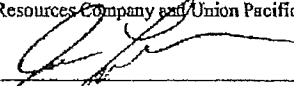
RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Land, Western Division

AND

RME Land Corp.
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, Texas 77387-9147
Attn: Manager Property and Rights-of-Way

EXECUTED this 24th day of April, 2002.

RME PETROLEUM COMPANY and RME LAND CORP.
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

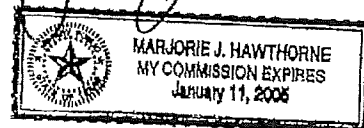
By: 
James L. Newcomb
Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.


NOTARY PUBLIC, State of Texas



76.00

AMENDMENT TO CERTIFICATE OF ORGANIZATION

FOR THE

E-470 PUBLIC HIGHWAY AUTHORITY

AS133465
12/19/95 8:30
PG: 0001-015
76.00 DOC FEE: 0.00
DOUGLASS DAVIS
ARAPAHOE COUNTY

WHEREAS, the E-470 Public Highway Authority (the "Authority") was created by an Establishing Contract dated January 13, 1988 (the "Contract"), to finance, construct, operate and maintain the E-470 public highway; and

WHEREAS, the Authority is currently comprised of the Authority's original members: Adams County, Arapahoe County, and Douglas County, and the members added through amendments to the Contract: the City of Aurora, the Town of Parker, the City of Thornton, the City of Brighton and the City of Commerce City; and

WHEREAS, on January 13, 1988, the Director of the Division of Local Government in the Department of Local Affairs issued a Certificate of Organization for the E-470 Public Highway Authority, including a sketch and legal description of the center line of the alignment of the E-470 public highway, which Certificate was recorded in the records of the clerk and recorder of Adams, Arapahoe and Douglas Counties; and

WHEREAS, on June 13, 1995, the Authority approved the Seventh Amendment to the Contract, redesignating the center line of the alignment of the E-470 public highway, a copy of which Amendment was filed with the Director of the Division of Local Government and the Department of Local Affairs; and

WHEREAS, the Authority desires to amend its Certificate of Organization, appropriately reflecting the redesignated center line of the alignment of the E-470 public highway, pursuant to § 43-4-504(1), Colorado Revised Statutes;

NOW, THEREFORE, THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS HEREBY CERTIFIES AND STATES AS FOLLOWS:

1. That the Certificate of Organization for the E-470 Public Highway Authority, including the attached legal description, is hereby amended to reflect the redesignated center line of the alignment of the E-470 public highway.

2/15

2. That this Amendment to Certificate of Organization shall be recorded in the real estate records in Adams, Arapahoe and Douglas County.

DONE this 7th day of November, 1995.

DIVISION OF LOCAL GOVERNMENT in the
DEPARTMENT OF LOCAL AFFAIRS

Harold Knott
By: Harold Knott
Its: Director

STATE OF COLORADO)
COUNTY OF Denver)

ss.

The foregoing instrument was acknowledged before me this 7th day of November, 1995, by Harold Knott, as Director of the Division of Local Government.

Witness my hand and official seal.

My commission expires 12-1-97

C Diane D
Notary Public
1040 W 36th Ave #300
Lakewood, CO 80225

E-470 CORRIDOR
DOUGLAS COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5 and 6, Township 6 South, Range 65 West, Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, and 18, Township 6 South, Range 66 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, and 15 Township 6 South, Range 67 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at Southeast Corner of Section 3, Township 6 South, Range 67 West;

Thence North 28°37'03" West, 1777.38 feet, to a point on the Centerline of Interstate 25, said point also being the TRUE POINT OF BEGINNING on the Centerline of E-470 Public Highway;

Thence South 86°24'52" East, 1045.16 feet;

Thence South 84°09'52" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 05°50'08" West, 3819.72 feet, thru a central angle of 20°01'22"; an arc length of 1334.85 feet, whose chord bears South 74°09'11" East, 1328.07 feet, to a point of tangency;

Thence South 64°08'30" East, 100.01 feet;

Thence South 61°53'30" East, 1090.99 feet;

Thence South 63°22'00" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 26°38'00" East, 5326.69 feet, thru a central angle of 45°10'30", an arc length of 4594.06 feet, whose chord bears South 85°57'15" East, 4475.98 feet, to a point of tangency;

Thence North 71°27'30" East, 100.01 feet;

Thence North 69°59'00" East, 4275.06 feet;

Thence North 71°29'00" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 18°31'00" East, 5729.58 feet, thru a central angle of 49°50'08", an arc length of 4983.54 feet, whose chord bears South 83°35'56" East, 4827.93 feet, to a point of tangency;

Thence South 58°40'52" East, 100.01 feet;

Thence South 57°10'52" East, 1834.03 feet;

Thence South 59°25'52" East, 100.01 feet, to a point of curvature;

4/16

Thence along the arc of a curve to the left, whose center bears North 30°34'08" East, 3819.72 feet, thru a central angle of 21°43'55", an arc length of 1448.80 feet, whose chord bears South 70°17'50" East, 1440.13 feet, to a point of tangency;

Thence South 81°09'47" East, 100.01 feet;

Thence South 83°24'47" East, 3006.94 feet;

Thence South 85°39'47" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 04°20'13" East, 3819.72 feet, thru a central angle of 40°45'41", an arc length of 2717.42 feet, whose chord bears North 73°57'22" East, 2660.48 feet, to a point of tangency;

Thence North 53°34'32" East, 100.01 feet;

Thence North 51°19'32" East, 1655.01 feet;

Thence North 47°34'32" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 42°25'28" West, 2291.83 feet, thru a central angle of 32°41'47", an arc length of 1307.85 feet, whose chord bears North 31°13'39" East, 1290.18 feet, to a point of tangency;

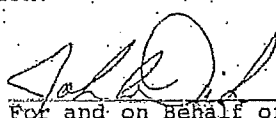
Thence North 14°52'45" East, 100.04 feet;

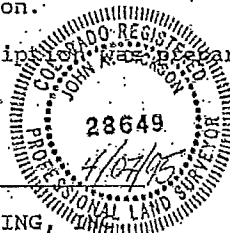
Thence North 11°07'45" East, 1291.75 feet;

Thence North 13°22'45" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 76°37'15" East, 3819.72 feet, thru a central angle of 34°16'12", an arc length of 2284.66 feet, whose chord bears North 30°30'51" East, 2250.76 feet, to a point of non-tangency, said point being on the Douglas County and Arapahoe County line from which the Southwest Corner of Section 34, Township 5 South, Range 66 West bears South 89°38'20" West, 2110.59 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision:


For and on Behalf of
WESTERN STATES SURVEYING,
John A. Dickson, PLS 28649



DOUGLAS, CO

515

E-470 CORRIDOR
ARAPAHOE COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 4 South, Range 65 West, Sections 1, 2, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 35, and 36, Township 4 South, Range 66 West, Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 5 South, Range 65 West, Sections 1, 2, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, and 36, Township 5 South, Range 66 West, Sections 34, 35, and 36, Township 5 South, Range 67 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Southwest Corner of Section 34, Township 5 South, Range 66 West;

Thence North 89°38'20" East, 2110.59 feet, along the southerly lien of said Section 34 to the TRUE POINT OF BEGINNING, said point being a point of non-tangency on the Centerline of E-470 Public Highway;

Thence along the arc of a curve to the right, whose center bears South 42°21'03" East, 3819.72 feet, thru a central angle of 24°06'04", an arc length of 1606.75 feet, whose chord bears North 59°41'59" East, 1594.93 feet, to a point of tangency;

Thence North 71°45'01" East, 100.01 feet;

Thence North 74°00'01" East, 1354.55 feet;

Thence North 70°15'01" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 19°44'59" West, 2291.83 feet, thru a central angle of 21°21'08", an arc length of 854.09 feet, whose chord bears North 59°34'27" East, 849.15 feet, to a point of tangency;

Thence North 48°53'54" East, 100.04 feet;

Thence North 45°08'54" East, 2520.85 feet;

Thence North 48°53'53" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 41°06'06" East, 2291.83 feet, thru a central angle of 38°12'55", an arc length of 1528.61 feet, whose chord bears North 68°00'21" East, 1500.44 feet, to a point of tangency;

Thence North 87°06'49" East, 100.04 feet;

Thence South 89°08'11" East, 3489.72 feet;

Thence North 87°51'49" East, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 02°08'11" West, 2864.79 feet, thru a central angle of 84°51'49", an arc length of 4243.18 feet, whose chord bears North 45°25'54" East, 3865.82 feet, to a point of tangency;

Thence North 03°00'00" East, 100.03 feet;

Thence North 00°00'00" East, 2286.66 feet;

Thence North 01°30'00" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 88°30'00" East, 5729.58 feet, thru a central angle of 21°08'57", an arc length of 2114.93 feet, whose chord bears North 12°04'29" East, 2102.94 feet, to a point of tangency;

Thence North 22°38'57" East, 100.01 feet;

Thence North 24°08'57" East, 1952.98 feet;

Thence North 21°08'57" East, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 68°51'03" West, 2864.79 feet, thru a central angle of 42°13'11", an arc length of 2110.98 feet, whose chord bears North 00°02'22" East, 2063.54 feet, to a point of tangency;

Thence North 21°04'13" West, 100.03 feet;

Thence North 24°04'13" West, 3162.35 feet;

Thence North 21°49'13" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 68°10'47" East, 3819.72 feet, thru a central angle of 20°44'03", an arc length of 1382.28 feet, whose chord bears North 11°27'12" West, 1374.75 feet, to a point of tangency;

Thence North 01°05'10" West, 100.01 feet;

Thence North 01°09'50" East, 1784.72 feet;

Thence North 01°09'50" East, 1379.85 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 88°50'10" West, 22918.31 feet, thru a central angle of 02°42'11", an arc length of 1081.24 feet, whose chord bears North 00°11'16" West, 1081.14 feet, to a point of tangency;

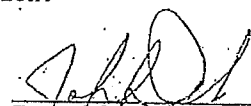
Thence North 01°32'21" West, 6222.72 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 88°27'39" West, 11459.16 feet, thru a central angle of 09°10'28", an arc length of 1834.90 feet, whose chord bears North 06°07'35" West, 1832.94 feet, to a point of tangency;

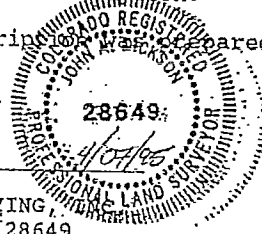
Thence North 10°40'50" West, 9706.88 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 79°17'10" East, 7639.44 feet, thru a central angle of 10°42'50", an arc length of 1428.50 feet, whose chord bears North 05°21'25" West, 1426.42 feet, to a point of tangency;
Thence North 00°00'00" East, 3989.07 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears North 90°00'00" East, 22918.31 feet, thru a central angle of 12°29'53", an arc length of 4999.27 feet, whose chord bears North 06°14'57" East, 4989.36 feet, to a point of tangency;
Thence North 12°29'53" East, 9957.58 feet;
Thence North 10°14'53" East, 100.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears North 79°45'07" West, 3819.72 feet, thru a central angle of 08°15'38", an arc length of 550.70 feet, whose chord bears North 06°07'04" East, 550.23 feet, to a point of tangency;
Thence North 01°59'15" East, 100.01 feet;
Thence North 00°15'45" West, 1020.55 feet, to a point on the Arapahoe County and Adams County line from which the Northwest Corner of Section 6, Township 4 South, Range 65 West bears South 89°43'23" West, 4.74 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING,
John A. Dickson, PLS 28649



ARAPAHOE LEG

E-470 CORRIDOR
ADAMS COUNTY NO. 1

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 3 South, Range 65 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36, Township 3 South, Range 66 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northwest Corner of Section 6, Township 4 South, Range 65 West;

Thence North 89°43'23" East, 4.74 feet, along the northerly line of said Section 6, to the TRUE POINT OF BEGINNING, said point being on the Centerline of E-470 Public Highway;

Thence North 00°15'45" West, 1250.47 feet;

Thence North 04°18'45" West, 90.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 85°41'15" West, 1909.86 feet, thru a central angle of 04°57'51", an arc length of 165.47 feet, whose chord bears North 06°47'40" West, 165.42 feet, to a point of tangency;

Thence North 09°16'35" West, 90.04 feet;

Thence North 13°19'35" West, 718.30 feet;

Thence North 09°16'35" West, 90.04 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 80°43'25" East, 1909.86 feet, thru a central angle of 05°13'35", an arc length of 174.22 feet, whose chord bears North 06°39'48" West, 174.16 feet, to a point of tangency;

Thence North 04°03'00" West, 90.04 feet;

Thence North 00°00'00" East, 19985.54 feet;

Thence North 01°52'30" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 88°07'30" West, 4583.66 feet, thru a central angle of 21°15'00", an arc length of 1700.00 feet, whose chord bears North 12°30'00" West, 1690.28 feet, to a point of tangency;

Thence North 23°07'30" West, 100.01 feet;

Thence North 25°00'00" West, 2530.15 feet;

Thence North 29°07'30" West, 100.05 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 60°52'30" West, 2083.48 feet, thru a central angle of 50°44'45", an arc length of 1845.30 feet, whose chord bears North 54°29'52" West, 1785.58 feet, to a point of tangency;

E-470 CORRIDOR
ADAMS COUNTY NO. 2

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 19, 20, 28, 29, 30, 31, 32, 33, 34, and 35, Township 1 South, Range 66 West, Sections 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 34, 35, and 36, Township 1 South, Range 67 West, Sections 1, 2, 10, 11, 12, 13, 14, 15, 23, and 24, Township 1 South, Range 68 West, Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, and 28, Township 2 South Range 66 West, Sections 1 and 2, Township 2 South, Range 67 West, of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the South Quarter Corner of Section 26, Township 2 South, Range 66 West;

Thence North 36°00'37" West, 1549.53 feet, to the TRUE POINT OF BEGINNING, said point being on the Centerline of E-470 Public Highway;

Thence North 00°00'00" East, 2801.96 feet;

Thence North 02°15'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 87°45'00" West, 3819.72 feet, thru a central angle of 17°38'36", an arc length of 1176.21 feet, whose chord bears North 11°04'18" West, 1171.57 feet, to a point of tangency;

Thence North 19°53'36" West, 100.01 feet;

Thence North 22°08'36" West, 3668.23 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 67°51'24" West, 7639.44 feet, thru a central angle of 08°21'24", an arc length of 1114.24 feet, whose chord bears North 26°19'18" West, 1113.25 feet, to a point of tangency;

Thence North 30°30'00" West, 2839.66 feet;

Thence North 29°00'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 61°00'00" East, 5729.58 feet, thru a central angle of 27°30'00", an arc length of 2750.00 feet, whose chord bears North 15°15'00" West, 2723.68 feet, to a point of tangency;

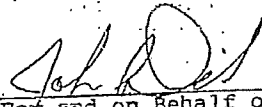
Thence North 01°30'00" West, 100.01 feet;

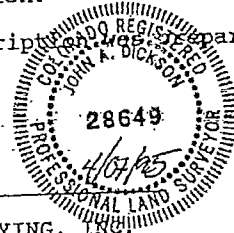
Thence North 00°00'00" West, 5019.62 feet;

Thence North 02°37'30" West, 100.02 feet, to a point of curvature;

Thence North 79°52'15" West, 100.05 feet;
Thence North 83°59'45" West, 2322.72 feet;
Thence North 81°44'45" West, 100.01 feet, to a point of
curvature;
Thence along the arc of a curve to the right, whose center bears
North 08°15'15" East, 3819.72 feet, thru a central angle
of 55°17'38", an arc length of 3686.25 feet, whose chord
bears North 54°05'56" West, 3544.86 feet, to a point of
non-tangency, on the Adams County and City and County of
Denver line from which the Center Quarter Corner of
Section 2, Township 3 South, Range 66 West, bears
South 25°57'05" East, 1297.32 feet, said point also being
the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared
under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
John A. Dickson, PLS 28649



ADAMS-11EG

Thence along the arc of a curve to the left, whose center bears South 87°22'30" West, 3274.04 feet, thru a central angle of 63°24'05", an arc length of 3622.93 feet, whose chord bears North 34°19'32" West, 3440.90 feet, to a point of tangency;

Thence North 66°01'35" West, 100.02 feet;

Thence North 68°39'05" West, 1473.02 feet;

Thence North 65°39'05" West, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 24°20'55" East, 2864.79 feet, thru a central angle of 30°54'05", an arc length of 1545.07 feet, whose chord bears North 50°12'02" West, 1526.41 feet, to a point of tangency;

Thence North 34°45'00" West, 100.03 feet;

Thence North 31°45'00" West, 2242.08 feet;

Thence North 34°45'00" West, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 55°15'00" West, 2864.79 feet, thru a central angle of 26°30'00", an arc length of 1325.00 feet, whose chord bears North 48°00'00" West, 1313.22 feet, to a point of tangency;

Thence North 61°15'00" West, 100.03 feet;

Thence North 64°15'00" West, 7336.61 feet;

Thence North 65°45'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 24°15'00" West, 5729.58 feet, thru a central angle of 22°45'00", an arc length of 2275.00 feet, whose chord bears North 77°07'30" West, 2260.08 feet, to a point of tangency;

Thence North 88°30'00" West, 100.01 feet;

Thence South 90°00'00" West, 3309.29 feet;

Thence North 88°30'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 01°30'00" East, 5729.58 feet, thru a central angle of 54°00'00", an arc length of 5400.00 feet, whose chord bears North 61°30'00" West, 5202.35 feet, to a point of tangency;

Thence North 34°30'00" West, 100.01 feet;

Thence North 33°00'00" West, 3079.95 feet;

Thence North 34°30'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 55°30'00" West, 5729.58 feet, thru a central angle of 16°00'00", an arc length of 1600.00 feet, whose chord bears North 42°30'00" West, 1594.81 feet, to a point of tangency;

Thence North 50°30'00" West, 100.01 feet;

Thence North 52°00'00" West, 2736.81 feet;

Thence North 54°37'30" West, 100.02 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 35°22'30" West, 3274.04 feet, thru a central angle of 18°14'19", an arc length of 1042.20 feet, whose chord bears North 63°44'39" West, 1037.81 feet, to a point of tangency;

Thence North 72°51'49" West, 100.02 feet;

Thence North 75°29'19" West, 3120.61 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 14°30'41" East, 7639.44 feet, thru a central angle of 10°29'19", an arc length of 1398.48 feet, whose chord bears North 70°14'39" West, 1396.52 feet, to a point of tangency;

Thence North 65°00'00" West, 2287.93 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 25°00'00" West, 7639.44 feet, thru a central angle of 13°02'34", an arc length of 1739.03 feet, whose chord bears North 71°31'17" West, 1735.28 feet, to a point of tangency;

Thence North 78°02'34" West, 3140.43 feet;

Thence North 76°32'34" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 13°27'26" East, 5729.58 feet, thru a central angle of 16°02'34", an arc length of 1604.28 feet, whose chord bears North 68°31'17" West, 1599.04 feet, to a point of tangency;

Thence North 60°30'00" West, 100.01 feet;

Thence North 59°00'00" West, 7726.48 feet;

Thence North 60°52'30" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 29°07'30" West, 4583.66 feet, thru a central angle of 36°08'46", an arc length of 2891.68 feet, whose chord bears North 78°56'53" West, 2843.97 feet, to a point of tangency;

Thence South 82°58'44" West, 100.01 feet;

Thence South 81°06'14" West, 1361.67 feet;

Thence South 82°36'14" West, 100.01 feet, to a point of curvature;

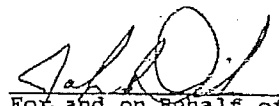
Thence along the arc of a curve to the right whose center bears North 07°23'46" West, 5729.58 feet, thru a central angle of 19°53'46", an arc length of 1989.60 feet, whose chord bears North 87°26'53" West, 1979.62 feet, to a point of tangency;

Thence North 77°30'00" West, 100.01 feet;

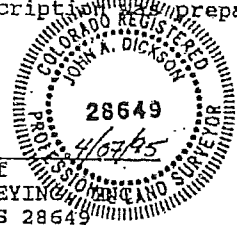
Thence North 76°00'00" West, 7779.45 feet, to a point on the Centerline of Interstate 25 from which the Northeast Corner of Section 10, Township 1 South, Range 68 West bears North 56°29'14" East, 3273.43 feet, said point also being the POINT OF TERMINUS, of this description.

13115

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING
John A. Dickson, PLS 28649



ADAMS-2 LEG


E-470 CORRIDOR
DENVER COUNTY

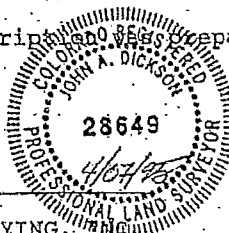
A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Section 31, Township 2 South, Range 65 West, Sections 13, 24, 25, 26, 27, 33, 34, 35, and 36, Township 2 South, Range 66 West, Section 5 and 6, Township 3 South, Range 65 West, Sections 1, 2, 3, 4, and 10, Township 3 South, Range 66 West, of the Sixth Principal Meridian, City & County of Denver, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Center Quarter Corner of Section 2, Township 3 South Range 66 West;
Thence North 25°57'05" West, 1297.32 feet, to the TRUE POINT OF BEGINNING, said point being a point of non-tangency on the Centerline of E-470 Public Highway;
Thence along the arc of a curve to the right, whose center bears North 63°32'53" East, 3819.72 feet, thru a central angle of 24°12'07", an arc length of 1613.47 feet, whose chord bears North 14°21'04" West, 1601.50 feet, to a point of tangency;
Thence North 02°15'00" West, 100.01 feet;
Thence North 00°00'00" East, 6348.54 feet, to a point on the City and County of Denver and the Adams County line from which the South Quarter Corner of Section 26, Township 2 South, Range 66 West bears South 36°00'37" East, 1549.53 feet, said point also being the POINT OF TERMINUS of this description.

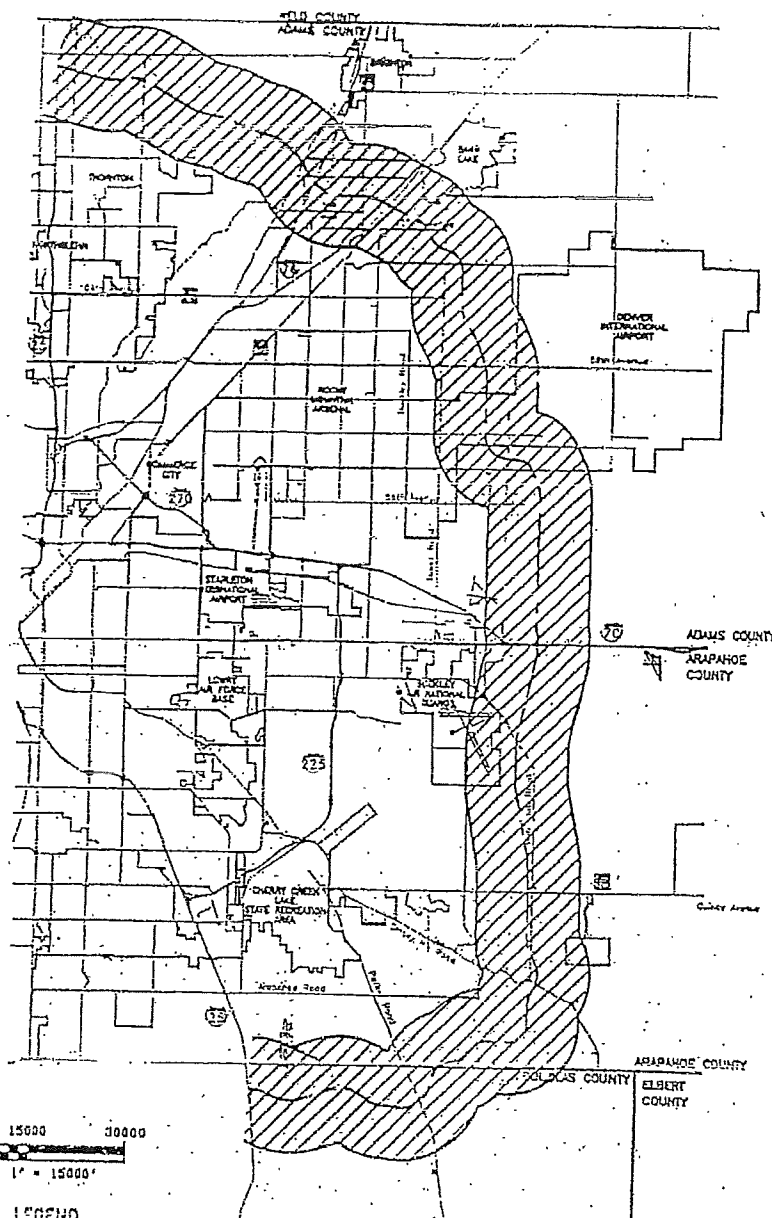
I hereby certify that the attached legal description was prepared under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
John A. Dickson, PLS 28649



DENVERLEO

157/5



LEGEND
 3 MILE CORRIDOR - CURRENT ALIGNMENT

DATE: 6 APR 1995 JOB NO.: 9003011	SCALE: 1"=15000'	EXHIBIT E470 HIGHWAY CORRIDOR E470 PUBLIC HIGHWAY AUTHORITY	CALG: LEL 4-1-93 DAWN: LEL 4-2-93 E-470
JOB ID: EXH PLOT: CORRIDOR	SURVEYOR: COMPUTER: LEL		WESTERN STATES SURVEYING, Inc. 1001 EAST PLAZA DRIVE GOLDEN, COLORADO 80601


21.00

AS133863
12/13/95 8:30
PC: 0001-004
21.00 DOC FEE: 0.00
DOMETTA DAVIDSON
ARAPAHOE COUNTY

CERTIFICATE

COMES NOW, Stephen D. Hogan, Executive Director of the E-470 Public Highway Authority, and hereby certifies that the attached resolution is a true and accurate copy of the resolution signed by Margaret Carpenter, Chairperson, attested by Stephen D. Hogan, Executive Director, and adopted by the Board of Directors at its regularly scheduled meeting, held October 25, 1995, at 7600 E. Orchard Road, Suite 370-South, Greenwood Village, Colorado 80111.

WITNESS, my hand and the seal of the E-470 Public Highway Authority, this 15th day of December, 1995.



Stephen D. Hogan
Executive Director
E-470 Public Highway Authority



214

RESOLUTION
OF THE
BOARD OF DIRECTORS

OF THE
E-470 PUBLIC HIGHWAY AUTHORITY

Regarding the Inclusion of
Adams County and Arapahoe County Property

WHEREAS, the E-470 Public Highway Authority (the "Authority") was created pursuant to the Public Highway Authority Law, to finance, construct, operate and maintain the E-470 public highway; and

WHEREAS, pursuant to the Public Highway Authority Law, § 43-4-506(3), C.R.S., as amended, the Board of Directors of the Authority (the "Board"), has the power to include property from the boundaries of the Authority; and

WHEREAS, the boundaries of the Authority currently are one and one-half miles on either side of the proposed center line of the E-470 public highway, as provided for in the Establishing Contract of the Authority; and

WHEREAS, on June 30, 1993, the Board approved new Alignment Alternative C/E for Segments II and III of the E-470 public highway for the purpose of making the construction of the remaining segments of the E-470 public highway financeable, and resulting in the shift of the alignment of the E-470 public highway; and

WHEREAS, due to the shift in the alignment of E-470, the Board recognizes the need to effectuate the redesignation of the Authority's boundaries to correspond to the designated one and one-half miles on either side of the new alignment, for all purposes allowed by law, including appropriately assessing highway expansion fees on real property within the Authority's boundaries; and

WHEREAS, certain property within Adams County and Arapahoe County, more particularly described in Exhibit A which is attached hereto and incorporated herein (the "Property"), is necessary to the redesignated boundaries located one and one-half miles on either side of the shifted alignment; and

WHEREAS, the Board has caused notice of the proposed inclusion of the Property to be published in the Rocky Mountain News, on October 6, 1995, pursuant to § 43-4-506, C.R.S., as amended; and

WHEREAS, the Board has caused notice of the proposed inclusion of the Property to be mailed to the Division of Local Government, to the Transportation Commission, and to the owners of the Property at the last known address described for such owners in the real estate records of Adams County and Arapahoe County, on October 5, 1995, which notice included the description of the Property, the date, time and place of the public hearing on the proposed inclusion, and a statement that persons having objections to the inclusion may appear at the hearing to object to the inclusion, pursuant to § 43-4-506, C.R.S., as amended; and

WHEREAS, the Authority has conducted a public hearing, on October 26, 1995, following publication of notice of the hearing, as required by § 43-4-506, C.R.S., as amended; and

WHEREAS, the Authority has considered objections raised at the public hearing, but finds it to be reasonably necessary to the public health, safety and welfare that the Property be included; and

WHEREAS, the Authority desires to include such Property within the boundaries of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS FOLLOWS:

1. The Property listed on Exhibit A is hereby approved for inclusion within the boundaries of the E-470 Public Highway Authority.

2. This resolution shall be filed with the Director of the Division of Local Government, and thereafter be recorded in the real estate records of each county that has territory included in the boundaries of the E-470 Public Highway Authority, pursuant to § 43-4-506(3)(b), C.R.S.

DONE this 26th day of OCTOBER, 1995.

Margaret W. Carpenter
Chairman

ATTEST:

Stephen D. Hoge
E-470/RESO/00110020.105
0029.0007/0029.2002/0020.1002

EXHIBIT A
The "Property"

Township 2 South, Range 66 West, Sections 13 NW 1/4; 24 NE 1/4, in the State of Colorado, County of Adams; and
Township 2 South, Range 65 West, Section 31 NW 1/4, in the State of Colorado, County of Adams; and
Township 3 South, Range 65 West, Section 5 NW 1/4, in the State of Colorado, County of Adams; and
Township 3 South, Range 66 West, Sections 25 and 36; Section 26 NE 1/4 & SE 1/4; and Section 35 NE 1/4 & SE 1/4, in the State of Colorado, County of Adams; and
Township 4 South, Range 66 West, Sections 1, 2, 11, 12, 14, 23, 25, 26, 35, and 36; Section 13 NW, NE, SW 1/4; Section 24 NW & SW 1/4, in the State of Colorado, County of Arapahoe; and
Township 5 South, Range 66 West, Sections 2, 11, and 14; Section 1 NW & SW 1/4; Section 12 NW & SW 1/4; and Section 23 NE 1/4, in the State of Colorado, County of Arapahoe.

五洲大藥房

1820

and upon along and/or under the roads streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in cable conductors and cables of any other company. The grantor for himself, his heirs, executors administrators and assigns hereby covenants and warrants that no wire line will be erected or permitted on said property which in the judgment of the grantees, its successors and assigns will interfere with its service or endanger its lines and that no inflammable structure will be erected or permitted on said property within 50 feet of overhead power lines. Said sum being received in full payment for the rights herein granted and the right to cut down any timbering or dangerous trees along said line. All damages to crops or fences shall be rated for in addition to the above payment.

James H. Webb

John D. Smith

Cliff O'Neil

REGISTER No

MEMBERS

State of Colorado } ss.
County of Adams

The foregoing instrument was

acknowledged before me on the 10th day of June
1929 by E. M. POTTS, and A. H. PACKARD

Witness my hand and official seal

W. J. Henry
Notary Public

My Commission expires December 10th A. D. 1932

RECORDED
JUN 11 1929

STATE OF COLORADO }
County of Arapahoe

149778

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS

FILED FOR RECORD IN MY OFFICE AT 12³⁰

O'CLOCK P. M., JUN 11 1929

IS DULY RECORDED IN BOOK PAGE

Anderson RECORDED

BY *Paul H. Manning* DEPUTY

Fees \$

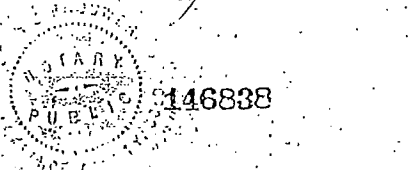
856

Form 11215A RECEIPT NO. 146838 N.B. BOOK 278 PAGE 215
FILED FOR RECORD MAR 4 1929 at 9:44 A.M. E.E. ANDERSON, REC
\$125.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY
One hundred twenty-five Dollars, in consideration of which V.B. hereby grant unto said Company, its associated and allied
companies, their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and main-
tain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as
the grantees may from time to time require, upon, across, over and/or under the property which V.B. own or in which V.B. have any
interest in NE 1/4 Sec 11 of T44-S11-R24W County of Arapahoe and State of Colorado
Poles to be placed approximately thirty (30) feet south of north section on
line of said property, as surveyed.
and upon, along, and/or under the roads, streets or highways adjoining the said property with the right to trim from time to time any trees
along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in
conduit wires and cables of any other company. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants
that no wire line will be erected or permitted on said property which in the judgment of the grantees, its successors and assigns, will interfere
with its service or endanger its lines; and that no inflammable structure will be erected or permitted on said property within 50 feet of
said lines. Said sum being received in full payment for the rights herein granted.
Compensation shall be made for future damages to crops or fences.

Witness my hand and seal this 2nd day of March A.D. 1929, at Denver, Colorado
Attest: G. G. Ballantyne B. B. Hopkins B. B. Hopkins
G. G. Ballantyne B. B. Hopkins B. B. Hopkins
(Seal) (Seal) (Seal)
(Land Owner)

STATE OF COLORADO
County of Arapahoe
The foregoing in the out-
known to be 2nd
day of March 1929, at
B. B. Hopkins
City of Denver
the City of Denver
cc. in six
11-11-11-11



STATE OF COLORADO ss.
County of Arapahoe
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED FOR RECORD IN MY OFFICE AT 944
O'CLOCK AM MAR 4 1929, AND
IS DULY RECORDED IN BOOK 278 PAGE 215
E. E. Anderson RECORDER
By 757 DEPUTY
Fees \$ 757

754
Alma G. Hansen
c/o Argonaut Hotel
Denver
Registered

This Deed, Made this twenty second day of June 1897 In the year of our Lord, one thousand

QUIT CLAIM DEED.
Charles E. Dickinson
The East Denver Water Co.
Filed for Record at ...
June 27 1897
J. W. Smith

eight hundred and ninety... between Charles E. Dickinson Trustee
of the County of Arapahoe, and State of Colorado, of the first part, and The East Denver Water Co.
of the County of Arapahoe, 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 ... Dollars,
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 remised, released, sold, conveyed and quit claimed, and by these
presents do remite, release, sell, convey and quit claim unto the said party of the second part,
his successors, heirs and assigns forever, all the right, title, interest, claim and demand, which the
said party of the first part had in and to the following described property, situate,

lying and being in the County of Arapahoe, and State of Colorado, to wit:
That certain gravity water works system or plant which gathers its supply in
Section Twelve (12) Township Fourth South Range Sixty-six (66) West Thence
runs its main through Section eleven three & four (11 3 4) to its storage
Reservoir in the North East Quarter of Section Five (5) Twp. Four S. R. Sixty six
West Thence through Section five & six (5 & 6) Twp. Four S. R. Sixty six West
and Section One (1) Twp. Four S. R. Sixty seven West to the West line of said
Section One Thence west in and through Colfax Avenue to the north east
corner of Kingsington Subdivision being a front of opposite Block Eight (8)
in said Subdivision -- including also one mile of water mains running
through Aurora Subdivision
This conveyance including all rights of way acquired by first party through
the above described territory also all reservoirs supply cranes, pipes, conduits
fire hydrants and property of every nature connected with or belonging to
said water works system.

To Have and to Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all
the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party
of the second part, his successors and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Stated and Delivered in Presence of

Charles E. Dickinson Trustee
[Seal]
[Seal]
[Seal]

STATE OF COLORADO, } ss.
COUNTY OF ARAPAHOE,

I, ... a Notary Public in and for said County in the State aforesaid,
do hereby certify that ...

personally known to me to be the person ... whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged
that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and seal, this ... day of ... A. D. 1897
My Commission expires ...
Allan M. Culver
Notary Public

