

# Attachment A

RECEPTION#: 2015000105748,  
11/21/2015 at 09:24:34 AM, 1 OF 7  
TD Pgs: 0 Doc Type: OG LS  
Stan Martin, Adams County, CO

## OIL AND GAS LEASE (No Surface Occupancy)

AGREEMENT, Made and entered into the 9th day of November, 2015 by and between City of Brighton, hereinafter called Lessor(s), whose address is 500 South 4th Avenue, Brighton, Colorado 80601, and Ward Petroleum Corporation ("Ward Petroleum") whose address is P.O. Box 1187, Enid, Oklahoma 73702, hereinafter called Lessee:

1. **Grant of Leased Premises.** In consideration of a cash bonus in hand paid, the receipt of which is hereby acknowledged, 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 description of leased lands.

in the County of Adams, State of Colorado, containing 341.232315 net mineral acres, more or less, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon 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. If, at any time, it is determined that the leased premises is greater than 341.232315 net mineral acres, Ward Petroleum will adjust the bonus payment and pay all back royalties to Lessor.

2. **Paid Up Lease.** This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of till obligation thereafter accruing as to the acreage surrendered.

3. **Royalty Payment.** 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 a royalty of 20% of the weighted average sales price actually received by Lessee or, if applicable, its affiliate, as a result of all sales of the affected production to an unaffiliated party. Lessor's royalty shall not be subject to its proportionate share of Post Production Costs but will bear its proportionate 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 used as fuel, line loss, flaring, venting or otherwise from and after the wellhead until the Oil and Gas Substances are in a marketable condition and have reached a recognized market for the same. Post Production Costs include without limitation, all costs of gathering, marketing, compression, dehydration, removal of liquid or gaseous substances or impurities from the affected production prior to the time Oil and Gas Substances produced from the leased premises or from land pooled therewith are in a marketable condition and have reached a recognized market for the same and any other treatment or processing required by the first unaffiliated party who purchases the affected production.

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 to pay Lessor's royalty under this provision shall be the weighted average sales price referred to above for the applicable month.

4. **Term of Lease.** 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 in paying quantities 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.

The primary term may be extended for an additional two (2) years by paying to Lessor an equal sum as originally paid herein, if paid in advance before the expiration of the primary term. In the event Lessee makes the payment provided for above, then all terms of this Lease shall remain in full force and effect as if the original primary term was five (5) years.

At the expiration of the primary term, as the same may have been extended, this lease shall automatically terminate and expire as to all lands that are subject to this lease which are located outside the boundaries of a spacing unit established by the Colorado Oil and Gas Conservation Commission, upon which there is a well producing in paying quantities or a well capable of producing in paying quantities which is shut-in for the reasons stated in this Lease. Lessee shall file a release of those portions of the leased premises in the Adams County records within 30 days of such termination or, if Lessee fails to do so, Lessor shall have the right to such release.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on or affecting 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 beyond the primary term 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 in paying quantities. 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 entire lease shall remain

in force for an additional 120 days from the completion of operations on such dry hole or the cessation of all production in paying quantities, 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. As used herein, the term Operations shall mean any activity continuously conducted on or affecting the leased premises or pooled therewith that is customary and reasonably calculated to obtain or restore production, including without limitation, (i) drilling or acts preparatory to drilling actually conducted on the leased premises or lands pooled therewith (such as building roads or constructing a drill site as long as actual drilling operations are commenced forthwith following the completion of the preparatory acts); (ii) completing, reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; and (iii) constructing facilities to enable the production, treatment, transportation and marketing of substances produced from the leased premises.

6. **No Surface Occupancy.** Notwithstanding anything herein contained, this Lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee, its successors or assigns shall not conduct any drilling or completion operations or locate any facilities on the surface of the leased lands. It is understood that the Lessee, its successors or assigns shall not be allowed any access to the surface of the leased lands without the prior written consent of Lessor. Lessee is granted the right to drill and operate directional or horizontal wells through and under said lands. Lessee shall be liable for any and all damages to the leased lands due to subsidence, collapse or settlement caused by Lessee's operations hereunder.

7. **Shut-in Royalty.** 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 120 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 ten dollars 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 120-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. However, after the expiration of the primary term, this lease may not be maintained in force by the payment of shut in royalties for any period in excess of ~~two (2) consecutive~~ <sup>one (1) year</sup> from the date the well is first shut in.

8. **Pooling and Unitization.** Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease, or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease, or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change, or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. It is hereby agreed that Lessor shall formally express its consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. **Payment Reductions.** 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. Ownership Changes.** 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 be relieved of all 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 not affect the rights of 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.

**11. Regulation and Delay.** All express or implied covenants of this lease shall be subject to all Federal, State, and local Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule, or Regulation, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, linking bans and/or moratoria upon well completions and/or production restrictions, or other conditions or circumstances beyond the control of the Lessee. The time during which Lessee is prevented from conducting drilling, completion, reworking, and/or production operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

**12. Breach or Default.** Any dispute arising under this lease shall be resolved in accordance with the dispute resolution procedures set out below. If Lessor believes that Lessee is in default of any covenant or condition of this lease, it may give Lessee written notice thereof which notice shall describe the claimed default in reasonable detail. Lessee shall have 60 days to cure the claimed default, commence action to cure the claimed default if 60 days is not sufficient to cure the same or deny the existence of the claimed default. If Lessee commences action to cure the claimed default, and if 60 days is not sufficient to cure the same, it shall diligently pursue such action until the default is cured to the reasonable satisfaction of Lessor for a period not to exceed 90 days. No mediation or arbitration shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any claimed default by Lessee hereunder during such 30 day period (or longer if Lessee has commenced action to cure the claimed default). If the matter is arbitrated in accordance with the dispute resolution section below and there is a final determination that a default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time, not to exceed 90 days, after said determination to remedy the default and Lessee fails to do so.

**13. Dispute Resolution.** In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this Lease, the Parties shall use reasonable, good faith efforts to settle such dispute or claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the Parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbitrator Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen (15) days of a written demand for mediation from one Party to the other. If the mediation is not successful, the matter in dispute shall be submitted for final and binding arbitration by the same mediator to be held no later than thirty (30) days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five (5) days of the date of the mediator's notice, any party desiring arbitration shall concisely state the matter(s) in dispute, the position of the Party with respect to such matter(s) and the Party's proposed resolution of the same.

a. During any negotiations conducted pursuant to this Agreement, the Parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the Parties shall include all points that have been agreed to by the Parties during their negotiations.

b. Any arbitration proceeding shall be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 *et seq.* (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the Parties' herein agree to be bound. The place of arbitration shall be at the offices of JAG in Denver, Colorado.

c. The JAG mediator/arbitrator shall, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the Parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten (10) days of the original demand for arbitration (or such other time as may be agreed to by the Parties), they shall abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

e. For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo pending arbitration, the Parties agree to the exclusive jurisdiction of the State District Court of the County of Adams, Colorado.

f. The Parties shall share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder and each shall be solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration.

g. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees. If there is no prevailing party, each Party shall be responsible for their own costs and legal expenses.

14. **Warranty of Title.** Lessor makes no warranty of title; Lessee to rely on its own title investigation. 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. **Indemnity.** 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 or Operations 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). This indemnity specifically includes any claim of whatever nature which may be asserted by reason of or which may arise out of or which may be related to the completion or fracturing or refracturing of any well drilled by Lessee on the leased premises or lands pooled or unitized therewith and shall survive the termination of this lease.

16. **Depth Restriction.** This lease is limited in depth from the surface of the earth down to 100 feet below the base of the Dakota Sands Formation.

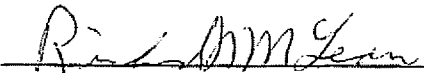
17. **Successors and Assigns.** This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

18. **Applicable Law.** The terms and conditions of this Lease are in addition to any applicable requirements that may be imposed by Federal Law, State Statute, Colorado case law, or Order, Rule, or Regulation of the Colorado Oil and Gas Conservation Commission or the City of Brighton. This Lease does not and will not be construed to waive any portion of existing or future Laws, Orders, Rules, or Regulations set forth by the Colorado Oil and Gas Conservation Commission or the City of Brighton.

This lease is subject to Exhibit A attached hereto and made a part hereof.

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

LESSOR:  
The City of Brighton

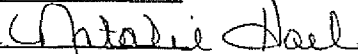
  
By Richard N. McLean, as Mayor

ACKNOWLEDGMENT

STATE OF COLORADO  
COUNTY OF Adams

This instrument was acknowledged before me on the 15th day of December, 2015, by Richard N. McLean, as Mayor of The City of Brighton.

Notary Public, State of Colorado

Notary's name (printed): Natalie Hoel 

Notary's commission expires: October 28, 2018

NATALIE HOEL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20104017263  
My Commission Expires October 28, 2018

**Exhibit A to Oil and Gas Lease**  
dated this 9th of November, 2015 between the City of Brighton and Ward Petroleum Corporation  
Legal Description

A portion of the West half of the Southwest Quarter of Section 18, Township 01 South, Range 66 West, of the 6th P.M. and a portion of the East half of the Southeast Quarter of Section 13, Township 01 South, Range 67 West, 6th P.M., more particularly described as follows:

Beginning at the Southwest corner of the West half of the Southwest Quarter of said Section 18; thence South 89 degrees 26 minutes 43 seconds West along the South Line of the East half of the Southeast Quarter of Section 13, a distance of 769.50 feet to a point on the Southeasterly right-of-way line of the Union Pacific Railroad Company; thence along said Southeasterly right-of-way line North 23 degrees 42 minutes 45 seconds East a distance of 1462.89 feet to a point of curvature; thence continuing along said Southeasterly right-of-way line and along the arc of a curve to the left having a length of 1400.19 feet, a radius of 11434.28 feet, a central angle of 7 degrees 00 minutes 58 seconds and a chord bearing of North 20 degrees 24 minutes 32 seconds East 1399.32 feet to a point on the North line of the West half of the Southwest Quarter of Section 18; thence along said North line of the West half of said Southwest Quarter North 89 degrees 43 minutes 28 seconds East a distance of 470.81 feet to a point 558 feet West of the Northeast corner of the West half of the Southwest Quarter of said Section 18 as measured along the North line of said West half of the Southwest Quarter of said Section 18; thence South 00 degrees 06 minutes 39 seconds East 1099.45 feet along a line parallel with and 558 feet West of the East line of the West half of the Southwest Quarter to a point on a straight line drawn from the Southwest corner to the Northeast corner of said West half of the Southwest Quarter of Section 18; thence South 26 degrees 45 minutes 39 seconds West 1731.70 feet along said straight line between the Southwest and Northeast corners of said West half of the Southwest Quarter of Section 18 to the Point of Beginning, Excepting therefrom that portion of the property described in and conveyed by Quitclaim Deed recorded September 23, 2002 at Reception No. C1027210 and Correction Quitclaim Deed recorded November 14, 2002 at Reception No. C1053465, containing 45.6630 acres, more or less

AND

That part of Lot 1, Bromley Lakes Subdivision, according to the plat thereof recorded August 8, 2012 at Reception No. 2012000058264, which lies within Section 13, Township 01 South, Range 67 West, 6th P.M., being more particularly described as: Beginning at the SW corner of Section 13, Thence N89.4539E 1011.12'; Thence N17.0506E 98.93'; Thence N07.3810E 106.72'; Thence N22.5040E 88.00'; Thence N13.4001E 113.01'; Thence N24.3801E 84.39'; Thence N36.2829E 132.72'; Thence N7.2834E 104.11'; Thence N12.4512E 111'; Thence N03.5652E 96.76'; Thence N10.4232E 92.8'; Thence N15.1619E 78.07'; Thence N00.3023W 99.78'; Thence N12.2153W 98.30'; Thence N42.26E 108.88'; Thence N42.26E 108.88'; Thence N70.0015E 118.90'; Thence N40.3459E 107.02'; Thence N03.5115E 117.91'; Thence N51.0215E 78.19'; Thence S51.0215W 187.45'; Thence S35.2815W 308'; Thence S10.0115W 358'; Thence S20.5715W 300'; Thence S27.2308W 545.09'; Thence N61.1536W 1635.90'; Thence N61.1536W 635.90'; Thence S00.3056E 561.50', containing 11.1013 acres, more or less

AND

Beginning in the SW corner of Section 13, Township 01 South, Range 67 West, 6th P.M., Thence N0E 5280'; Thence N90E 1800'; Thence S03.0935E 118.79'; Thence S73.4922E 361.01'; Thence N71.2930E 94.45'; Thence S61.0530E 132.17'; Thence S18.0458E 889.11'; Thence S34.5451W 371.78'; Thence S63.4841W 94.82'; Thence S20.3841E 102'; Thence S20.0851W 1178.13'; Thence S29.5022W 156.69'; Thence S34.2428W 123'; Thence S2.4206E 640.5'; Thence S51.1715W 201.53'; Thence S35.4315W 322.5'; Thence S10.1615W 363.21'; Thence S21.1215W 293.93'; Thence S27.3759W 532.83'; Thence N60.0525W 605.85'; Thence S0.1348E 21.5', containing 178.4914 acres, more or less

AND

Parcel 1: All that part of the SE/4 of said Section 13, Township 01 South, Range 67 West, 6th P.M. described as: 570.00 Feet East and West by 660.00 feet North and South, lying East of County Road 31 and South of the North line of the SE/4, also known as part of the Elmwood Cemetery, containing 7.22 acres, more or less

Parcel 2: A tract of land in the NE/4 SE/4 of Section 13, Township 01 South, Range 67 West, 6th P.M., said tract being more particularly described as follows: Beginning at the intersection of the West line of the Union Pacific Railroad right-of-way and the North line of the SE/4 of said Section 13, said point of beginning bearing 91.7 feet West of the Northeast corner of Southeast quarter of Section 13; thence West on the North line a distance of 512 feet, more or less, to the Northeast corner of Elmwood Cemetery; thence S37.38W, a distance of 660 feet to the Southeast corner of the Elmwood Cemetery; thence West parallel to the North line of the SE/4 of Section 13, a distance of 570 feet to the intersection of the Southwest corner of the Elmwood Cemetery and the East line of the County Road #7; thence S37.38W along the East line of the County Road #7, a distance of 607.1 feet, more or less; thence East parallel to and 1004 feet from the North line of the SE/4 a distance of 1496.7 feet to the West line of

Union Pacific Railroad; thence North along the Union Pacific Railroad right-of-way line along the arc of a 30' curve to the left a distance of 1063.7 feet, more or less (the chord of which arc bears N20.05E) to the point of beginning, and containing 22.88 acres, more or less, except a tract or parcel of land conveyed to the State Highway Commission of Colorado on March 31, 1953 and filed in Adams County in Book 461, at Page 370 containing 3.495 acres, more or less

AND

A tract of land described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 13, Township 01 South, Range 67 West, 6th P.M., thence North along the East line of said Section 13 a distance of 494 feet; thence West parallel to the South line of said quarter section a distance of 866.4 feet to the East boundary line of the Adams County Road No. 31 (US Highway 85); thence Southwesterly along the East boundary line of said County Road No. 31 to its intersection with the South line of said Northeast quarter of said Section; thence East along said South line of said quarter section a distance of 1190.4 feet more or less to point of beginning containing 11.60 acres, more or less

AND

Beginning at a point on the Easterly right of way line of County Road 31 which part is 494 feet North and 866.4 feet West of the Southeast corner of the NE/4 of Section 13, Township 01 South, Range 67 West, 6th P.M., thence N25.18E 200.5 feet; thence N90E 230 feet; thence N90E 460.8 feet; thence S15W 187 feet; thence N90W 506.92 feet; thence N25.18E 200.8 feet, containing 2.026 acres, more or less

AND

That part of the Northeast one-quarter Section 13, Township 01 South, Range 67 West, 6th P.M., Adams County, Colorado described as: Beginning at the Northeast corner said Northeast one quarter; thence S00.0900W along the East Line said Northeast one quarter a distance of 1186.50 feet to the Southeast corner of the exception in Book 3155 at Page 921, Adams County Records, said corner being the true point of beginning; thence continuing S00.09W along said East line a distance of 96.4 feet to the Southeast corner of Parcel A as described in said Book 3155 at Page 921; Thence N89.33W along the South line said parcel a distance of 449.5 feet to a point on the East right-of-way line of Old Brighton Road; Thence N25.18E along said right of way line a distance of 130.45 feet to the Northwest corner of Parcel B as described in said Book 3155 at Page 921; Thence S86.2132E along the Northerly line of said Parcel B and along the Southerly line of the exception as described in said Book 3155 at Page 921 a distance of 394.79 feet to the true point of beginning, containing 3.8679 acres, more or less

AND

Beginning at the NE corner of Section 13, Township 01 South, Range 67 West, 6th P.M., Thence S89.5434W 2510.43 feet to the true point of beginning; Thence S59.1121W 492.36 feet; Thence N64.0530W 132.17 feet; Thence S71.2930W 94.45 feet; Thence N73.4922W 361.01 feet; Thence N03.0935W 125.77 feet; Thence S89.5356E 984.97 feet to the true point of beginning, containing 1.4816 acres, more or less

AND

A 0.50 acre tract in the SW/4 NE/4 of Section 13, Township 01 South, Range 67 West, 6th P.M., also known as the Pioneer Cemetery, also described in Book A30, Page 264

AND

That part of the NESE of Section 18, T1S-R66W, Adams Co., Colorado, being more particularly described as: Commencing at the East quarter corner of Section 18, thence the Easterly line of said Section bears South 00°02'41" West; Thence South 89°55'53" West along the North line of said NESE a distance of 30.00' to the Westerly Right-of-Way ('ROW') line of Chambers Road and the ROB; Thence South 00°02'41" West along said Right-of-Way a distance of 1320.84' to the Southeasterly line of said NESE; thence South 89°46'41" West along said line 1292.60' to the Westerly line of the NESE; thence North 00°01'37" West along said line 1324.30' to the Northerly line of the NESE; Thence North 89°55'53" East along said line 1293.01' to the POB, also known as 14771 Chambers Road, Brighton, Colorado 80601, containing 39.252 acres, more or less

AND

That part of the NESW Section 18, T1S-R66W, Adams Co, Colorado, being more particularly described as; beginning at the center quarter corner of said Section 18; thence along the North line of the NESW of said Section South 89°43'39" West 30' to POB; thence along said Westerly Right-of-Way line South 00°12'46" East 114.69'; thence North 80°47'19" West 137.12'; thence along a line being 92' Southerly of and parallel with the North line of the NESW of said Section South 89°43'39" West 304.97'; thence North 55°00'00" West 159.32' to a point on said line; Thence along said North line North 89°43'39" East 571' to the POB, containing 1.1035 acres, more or less

AND

That part of the NWNW Section 18, T01S-R66W, Adams County, Colorado, being more particularly described as; beginning at a point on the Easterly Right-of-Way line of Highway 85 from the NW corner of the NW bearing North 07°28'35" West 1258.83'; Thence South 65°30'29" East 99.25' to a point on the Westerly ROW line of Union Pacific Railroad ("UPRR"); Thence South 13°29'51" West along said Westerly ROW 666.06' to a point on a curve to the right, the delta is 00°56'00", the radius is 23,809.39', the chord bears South 14°25'51" West 387.87'; thence along the arc of curve 387.87' to a point on the West line of the NW; thence North 00°00'53" West 57.95', to a point on the Easterly Right-of-Way line of Highway 85, point being on a curve to the left, the delta is 07°34'38", the radius is 7714', the chord bears North 09°08'08" East 1019.43'; thence along the arc of curve 1020.17' to the POB, containing 1.142 acres, more or less

AND

Lot 2, M&H Industrial Park, beginning at the SW corner of said Lot 2; thence North 13°42'45" East along the West line of Lot 2 20.57' to POB; thence North 1342'45" East along the West line of said Lot 2 61.71', thence South 89°49'15" West 20' North of the South line of Lot 2 54.43' to POB, being 0.065 acres, more or less

Lot 3, M&H Industrial Park, the North 100' of Lot 3, being 1.509 acres, more or less

AND

Sable Center Subdivisions: Tract A in File 25, Map 113, at Reception #96568, containing 0.126 acres, more or less

AND

Sorrento Subdivision: 2nd Amendment, Lots 1, 2, and 4 Plat: File 18, Map 969 Reception #970207, containing 8.3726 acres, more or less

AND

That portion of Section 18, T01S-R66W, Adams County, Colorado being more particularly described as South 4th Avenue & Sable Boulevard and Portions of Bromley Lane & Chambers Road in being 8.32601500 acres, more or less