Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**
Fax: **719-425-2725**

Transmittal Information

Date:	**08/15/2026**
File No:	**11024COR**
Property Address	**, , CO**
Buyer\Borrower	**Classic SRJ Land, LLC a Colorado limited liability company**
Seller	

For changes and updates please contact your Escrow officer(s):

Escrow Officer:
Not Applicable
Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**

E-Mail:
Processor:
E-Mail: **LPlank@coretitlegroupllc.com**

Karina Low
Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**

Copies Sent to:

Buyer:
Classic SRJ Land, LLC a Colorado limited liability company

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Additional Contacts

Misc
Classic Consulting Engineers and Surveyors
619 N. Cascade Avenue, Ste 200
Colorado Springs, CO 80903
Phone: 719-785-0790
Contact: Marc Whorton
Email: mwhorton@classicconsulting.net

Misc
Classic Homes
2138 Flying Horse Club Drive
Colorado Springs, CO 80921
Phone: 719-592-9333
Contact: Loren Moreland
Email: lmoreland@classichomes.com

Thank you for using Core Title Group LLC

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Core Title Group LLC

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903
Phone: 719-219-8500 Fax: 719-425-2725

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land….: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date….: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment….: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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 Amount of Insurance and the name of the Proposed Insured.

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

Issued By:

Core Title Group LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500

WESTCOR LAND TITLE INSURANCE COMPANY



By: Steven D. Black - President

Attest: Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "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.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of 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. a signature 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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 and authenticated by a person authorized by the Company.

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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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AMERICAN LAND TITLE ASSOCIATION

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election 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.

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.

4. Rights or claims of parties in possession not shown in the public records.

5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company 's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **11024COR**
Amendment No: **11024COR-C**

SCHEDULE A

1. Commitment Date: **August 11, 2026**, at **07:30 am**
2. Policy to be Issued:
   (a) ALTA® 2021 Owner's Policy
   Proposed Insured: **Classic SRJ Land, LLC a Colorado limited liability company**
   Proposed Policy Amount:
   (b) ALTA® 2021 Loan Policy
   Proposed Insured:
   Proposed Policy Amount:

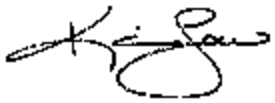
Informational Commitment	*$*	**250.00**
Total:	*$*	*250.00*

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
   Classic SRJ Land, LLC a Colorado limited liability company
5. The Land is described as follows:
   THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION THEREOF FALLING WITHIN BOW VALLEY SUBDIVISION, RECORDED JANUARY 27, 1981 UNDER RECEPTION NO. 740847.

   For Informational Purposes Only:
   , , CO

   APN: **5200000228**

Countersigned
Core Title Group LLC

By: 

Karina Low

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No: **11024COR**

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

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.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded December 22, 2021 as Reception No. 221231939.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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File No: **11024COR**

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights or claims of parties in possession not shown by the Public Records.

2. Easements or claims of easements not shown in the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.

8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, “Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable.”

9. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines and as set forth in Deeds recorded March 27, 1969 in Book 2283 at Page 671 and recorded March 16, 1977 in Book 2905 at Page 773.

10. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent No. 3731 recorded April 17, 1886 in Book 72 at Page 52, as posted in the Bureau of Land Management, General Land Office Records.

11. An undivided one-half interest in all oil, gas and other mineral and mineral rights as reserved in a deed recorded February 24, 1954 in Book 1419 at Page 198 and granted in Deed recorded May 9, 1988 in Book 5504 at Page 1439, and any interests therein or rights thereunder.

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12. An undivided one-fourth interest in all oil, gas and other minerals rights as granted in a deed recorded May 27, 1959 in Book 1745 at Page 336, and any interests therein or rights thereunder.

13. An undivided one-fourth interest in all oil, gas and other minerals rights as granted in a deed recorded September 6, 1968 in Book 2252 at Page 456, and any interests therein or rights thereunder.

14. An undivided one-half interest in all oil, gas and other mineral rights as reserved in a deed recorded March 27, 1969 in Book 2283 at Page 671, and any interests therein or rights thereunder.

15. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded August 7, 1970 in Book 2358 at Page 84.

16. Terms, agreements, provisions, conditions, obligations and easements as contained in Order of Inclusion recorded February 26, 1985 at Reception No. 01219047.

17. Terms, agreements, provisions, conditions and reservations as contained in Deed recorded April 23, 1991 in Book 5831 at Page 759.

18. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded April 6, 1992 in Book 5958 at Page 122.

19. Terms, agreements, provisions, conditions and obligations as contained in Order recorded May 4, 1995 at Reception No. 95043498.

20. Request for Notification Form recorded december 30, 2003 at Reception No. 203295839.

21. Terms, agreements, provisions, conditions, obligations and easements as contained in Oil and Gas Lease recorded March 11, 2011 at Reception No. 211025876.

22. Terms, agreements, provisions, conditions, obligations and easements as contained in Memorandum of Oil and Gas Lease recorded April 27, 2011 at Reception No. 211041825.

23. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded January 25, 2022 at Reception No. 222011460.

24. Terms, agreements, provisions, conditions, obligations and easements as contained in Decree recorded June 3, 2024 at Reception No. 224041438.

25. The fact that the roads providing access are private and not dedicated for public use.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Core Title Group LLC

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.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company ("WLTIC") and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

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 agent, lenders, appraisers, surveyors and 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 closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have 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 and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, 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 and **Core Title Group LLC**, at all times, strive 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.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

MAR 27 1969

Filed for record the ____ day of ____, A. D. 19____, at 3:24 o'clock P M. BOOK 2283 PAGE 671

Reception No. 657951 HARRIET BEALS RECORDER

This Deed, Made this 14th day of March in the year of our Lord one thousand nine hundred and sixty-nine between

- - - HILLIARD E. MILLER - - -

of the County of El Paso and State of Colorado, of the first part, and

- - - RICHARD ALLAN JAGODA and BARBARA M. JAGODA - - -

of the County of El Paso and State of Colorado, of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration - - - - - DOLLARS, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The East half of the East half of Section 34, Township 12 South, Range 65 West of the 6th P.M., containing 160 acres, more or less, together with all of grantor's interest in the minerals and mineral rights thereunder consisting of an undivided one-half thereof, and subject to a prior reservation of record of an undivided one-half of all oil, gas and other mineral rights in, upon and under said land, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof and for the purpose of said reservation; and further subject to a right of way over and across the Easterly 30 feet of said property for public highway as provided in El Paso County, Colorado, Road Order recorded October 3, 1887 in Book A, Page 78; and granting herewith a right of way for public road over and across the Easterly 30 feet of Section 3, Township 13 South, Range 65 West of the 6th P.M., as provided in said County Road Order; subject to other rights of way of record and any existing ditches, utilities, pipelines, rights of way and easements therefor.

24.00

State Documentary Fee MAR 27 1969 2.40

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

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever.

And the said party of the first part, for himself, his heirs, executors, and administrators, do es covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except taxes for 1969 and subsequent years,

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

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

Signed, Sealed and Delivered in the Presence of

STATE [illegible] FEE

MAR 27 1969

Hilliard E. Miller (Seal)

(Seal)

(Seal)

STATE OF COLORADO,
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 14th day of March, 1969, *by Hilliard E. Miller

Witness my hand and official seal.
My commission expires June 3, 1970

Mary Ellen Hall
Notary Public

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

MARY ELLEN HALL NOTARY PUBLIC STATE OF COLORADO

72/52

THE UNITED STATES OF AMERICA

Certificate No. 741

To all to whom these presents shall come, GREETING

Whereas, [illegible]

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at [illegible] whereby it appears that full payment has been made by the said [illegible]

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for [illegible]

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said [illegible]

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said [illegible]

and to [illegible] heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said [illegible]

and to [illegible] heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, [illegible] President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the [illegible] day of [illegible] in the year of our Lord one thousand eight hundred and [illegible] and of the Independence of the United States the [illegible]

By the President: [illegible]

By [illegible] Secretary

Recorder of the General Land Office

Filed for Record the [illegible] day of [illegible] A.D. 18[illegible] at [illegible] o'clock A. M.

5 9 88

01699723 88 MAY -9 PM 3:29 BOOK 5504 PAGE 1439

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

STATE DOCUMENTARY

FEE $ MAY 9 1988 none

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that REX L. BENNETT and DARRELL D. THOMAS as Co-Trustees of the RALPH BENNETT and OPAL L. BENNETT TRUST dated December 18, 1970, of the County of El Paso, State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to MOUNTAIN VIEW PROPERTIES, A Partnership, whose mailing address is P. O. Box 634, Colorado Springs, Colorado, 80901, of the County of El Paso, and State of Colorado, the following described real property, situate in the County of El Paso and State of Colorado, to-wit:

All of our right, title and interest in and to all oil, gas and other minerals and mineral rights in, upon and under the below described land, as reserved in Deed recorded in Book 1419 at Page 198, Records of El Paso County, Colorado.

The West Half of Section 26, all of Section 34, the East Half and the East Half of the West Half of Section 27, the Southwest Quarter of the Southwest Quarter of Section 27, the East Half of the Southeast Quarter of Section 28, the East Half, the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 33; the Southeast Quarter of the Southeast Quarter of Section 32 and all that part of the Southwest Quarter of the Southeast Quarter of Section 28 and of the Northwest Quarter of Section 33 lying South and East of the County Road across said premises, all in Township 12 South, Range 65 West; also the East Half of Section 3, the Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter of Section 3, the Northeast Quarter of the Northeast Quarter of Section 8, the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, and the Northwest Quarter of the Northwest Quarter of Section 10, all in Township 13 South, Range 65 West of the 6th P.M.

With all of its appurtenances.

Signed and delivered this 5th day of May, 1988.

REX L. BENNETT

DARRELL D. THOMAS
Co-Trustees of the RALPH BENNETT and OPAL L. BENNETT TRUST dated December 18, 1970.

5988

BOOK 5504 PAGE 1440

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5th day of May, 1988, by Rex L. Bennett and Darrell D. Thomas, Co-Trustees of the Ralph Bennett and Opal L. Bennett Trust dated December 18, 1970.

Witness my hand and official seal.

My commission expires: May 6, 1989.

Notary Public

BOOK 2252 PAGE 456

Received at 9:00 o'clock a. M. SEP 6 1968

Reception No. 621862 HARRIET BEALS

D E E D

THIS DEED, Made this 30TH day of AUGUST, 1968, between HILLIARD E. MILLER of the County of El Paso and State of Colorado, of the first part, and THE FIRST NATIONAL BANK OF DENVER, a national banking association, having its principal office in the City and County of Denver, State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for a valuable consideration to him in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, has sold and conveyed, and by these presents does sell and convey unto the party of the second part, its successors and assigns, forever, the following described property situated in the County of El Paso and State of Colorado, to-wit:

no documentary fee

STATE DOCUMENTARY FEE
SEP 6 1968
$ None

An undivided one-fourth interest in and to all of the oil, gas and other minerals in and under the following described land, to-wit:

The West half of the West half of the East half, and the East half of the West half, and the Southwest quarter of the Southwest quarter of Section 27; The East half of the Southeast quarter, and that portion of the Southwest quarter of the Southeast quarter lying South and East of the County Road across said premises, in Section 28; The West half of the East half, and the West half, of Section 34; The East half, the East half of the Southwest quarter, and the Southwest quarter of the Southwest quarter of Section 33, and all that part of the Northwest quarter of Section 33 lying South and East of the County Road across said premises, except that portion of the Southwest quarter of the Northwest quarter of said Section 33 lying South and East of said County Road, containing approximately 10 acres, deeded to Colorado Interstate Gas Co. by Warranty Deed recorded in Book 1173 at Page 359 of El Paso County records; The Southeast quarter of the Southeast Quarter of Section 32; All in Township 12 South, Range 65 West of the 6th P.M.

subject to oil and gas leases, if any, on the said land, together with oil and gas rentals or royalties arising from existing leases.

It is intended by this deed to transfer and convey to the party of the second part the oil, gas and other minerals described in and conveyed by the Mineral Deed recorded in Book 1745 at Page 335 of the records in the office of the County Clerk and Recorder at El Paso County, Colorado.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise appertaining, to the party of the second part, its 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.

Hilliard E. Miller (SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 30th day of August, 1968, by Hillard E. Miller.

My commission expires 12-12-71.
Witness my hand and official seal.

Doris T. Wells
Notary Public

(Notarial Seal)

4 23 1991

02021610 91 APR 23 PM 3:25 BOOK 5831 PAGE 759

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

WARRANTY DEED

5.00

Know All Men by These Presents, That BARBARA M. JAGODA, of the County of El Paso and State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to WILLIAM A. FISCHER of the county of El Paso and State of Colorado, whose mailing address is 1790 Pinnacle Ridge Lane, Colorado Springs, Colorado, the following real property situate in the County of El Paso and State of Colorado, to-wit:

The Southeast Quarter of the Northeast Quarter of Section 34, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, except any portion thereof falling within Bow Valley Subdivision

with all its appurtenances and warrants the title to the same, subject to existing easement and right of way of record, reservation of minerals of record, and subject to the property's inclusion in the Westmoor Water and Sanitation District, and subject to real property taxes for 1991 and future years.

Signed and delivered this 31st day of March, 1991.

Barbara M. Jagoda
Barbara M. Jagoda

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 31st day of March, 1991, by BARBARA M. JAGODA.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 12/20/91

MARGARET M. THOMPSON NOTARY PUBLIC STATE OF COLORADO

Margaret M. Thompson
Notary Public
228 N. Cascade, Suite 301
Colorado Spgs. CO 80903

STATE DOCUMENTARY
APR 23 1991
FEE 6.00

NO REAL PROPERTY TRANSFER DECLARATION RECEIVED

221231939 12/22/2021 9:57 AM
PGS 3 $23.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

When Recorded Return to:
Nate Lenz
2138 Flying Horse Club Drive
Colorado Springs, CO 80921

State Documentary Fee
Date 12/20/2021
$ 0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is dated as of this 20th day of December, 2021 and is made by **CLASSIC INVESTMENTS, LLC** a Colorado limited liability company ("**Grantor**"), to **CLASSIC SRJ LAND, LLC** a Colorado limited liability company, 2138 Flying Horse Club Drive, Colorado Springs, CO 80921 ("**Grantee**").

WITNESS, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs, successors and assigns forever, all the real property, together with any improvements thereon, located in the County of El Paso and State of Colorado more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Land**").

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining to the Land, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, in and to the Land (hereinafter, collectively, the "**Property**");

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that the Grantor shall and will warrant and defend title against all persons claiming by, through or under Grantor subject to the Statutory Exceptions provided for in Section C.R.S. §38-30-113.

[SIGNATURES ON FOLLOWING PAGE]

Land Title GUARANTEE COMPANY 55161998

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed in its name and on its behalf under seal as of the day and year first above written.

GRANTOR:

Classic Investments, LLC,
a Colorado limited liability company

By: _____
Douglas Stimple, Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 20th day of December, 2021, by Douglas Stimple, as Manager of **Classic Investments, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
My commission expires: 12-02-2025

(SEAL)
CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025

Exhibit A
To
Special Warranty Deed

PROPERTY

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION THEREOF LYING WITHIN BOW VALLEY SUBDIVISION, RECORDED JANUARY 27, 1981 UNDER RECEPTION NO. 740847

INFORMATION NOTE:
APN: 52000-00-228

095043498 95 MAY -4 PM 2:26

ARDIS W. SCHMIDT
EL PASO COUNTY CLERK & RECORDER

BOOK 6644 PAGE 641

DISTRICT COURT, EL PASO COUNTY, COLORADO

REC'D IN APR 18 1995 CLERK'S OFFICE

Case No. 84CV1399 Division No. 6

5

ORDER OF EXCLUSION

IN THE MATTER OF THE ORGANIZATION OF WESTMOOR WATER AND SANITATION DISTRICT, EL PASO COUNTY, COLORADO.

THIS MATTER, coming on for hearing, the Court having examined the Petition for Order of Exclusion with attachments thereto, and being fully advised in the premises,

IT IS ORDERED THAT,

1. The land hereinafter described shall be, and hereby is, excluded from the boundaries of the Westmoor Water and Sanitation District.

2. The name and address of the owners of said lands and the legal description thereof are as follows:

Owners: William A. Fischer
Roma K. Fischer
1790 Pinnacle Ridge Lane
Colorado Springs, CO 80919

Description: Northeast quarter of the Southeast quarter of Section 34, Township 12 South, Range 65 West of the Sixth P.M., County of El Paso, State of Colorado.

Purported Street Address: 8950 Raygor Road, Colorado Springs, Colorado 80908

Dated 5-4-95.

BY THE COURT:

District Judge

State of Colorado, County of El Paso ss. Certified to be a true and correct copy of the original in my custody. MAY 04 1995 Clerk of the District Court MARCY A. McNEILL By

WAYNE W. WILLIAMS El
03/14/2011 04:14:29 PM
Doc $0.00 Page
Rec $21.00 1 of 3

Paso County, CO
211025876

Producers 88 - Paid Up
Rev. 2008
TotalLand © TRNSCO 01 (1/11)

OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the **2nd day of March, 2011** between **J.H. Nardis, a married man dealing in his sole and separate property, whose mailing address is 2914 Austin Bluffs Parkway, Colorado Springs, Colorado 80918**, as Lessor (whether one or more), and **Transcontinent Oil Company, whose mailing address is 621 17th Street, Suite 2501, Denver, Colorado 80293**, 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. **Grant of Leased Premises.** 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:

Township 12 South, Range 65 West of the 6th Principal Meridian

Section 34: SE/4NE/4

in the County of **El Paso**, State of **Colorado**, containing **40.00** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), 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. 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. 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. **Ancillary Rights.** 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. **Term of Lease.** This lease shall be in force for a primary term of **Five (5) year(s)** 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. **Operations.** 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. **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 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. **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 as its royalty **One-eighth (1/8)** 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 arms-length transaction that is utilized.

7. **Pooling.** 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. **Unitization.** 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. **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. **Release of Lease.** 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. **Regulation and Delay.** 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. **Breach or Default.** 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. **Warranty of Title.** 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. **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 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. **Option to Extend.** 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) year(s)** 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 exercised 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. **Right of First Refusal.** If during the primary term hereof Lessor, his heirs, legal representatives, successors or assigns, desires to lease the above described property for a term commencing at the expiration of the primary term hereof (Top Lease), Lessor agrees to first offer to lease the same to Lessee herein, his heirs, legal representatives, successors or assigns for the same consideration and upon the same terms, covenants and conditions contained in any bona fide offer by any legitimate third party. Additionally, any such "Top Lease" shall be subject and inferior to the terms, covenants and conditions of this lease if the same be extended beyond the primary term hereof by any provision hereof.

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 (WHETHER ONE OR MORE)

J.H. Nardis

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

On this 3RD day of MARCH, 2011, before me, the undersigned Notary Public in and for said county and state, personally appeared J. H. Nardis known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his or her free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

EVELYN BAILON NOTARY PUBLIC STATE OF COLORADO My Commission Expires 3/12/2011

My Commission Expires 3-12-2011

Evelyn Bailon
Notary Public

222011460 1/25/2022 9:52 AM
PGS 1 $13.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Chuck Broerman, Clerk and Recorder
TD1000 N

GRANT OF RIGHT OF WAY

Classic SRJ Land, LLC., a Colorado Limited Liability Company of the County of El Paso, State of Colorado, hereinafter called the "Grantor", for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, grants to **Mountain View Electric Association, Inc., a Colorado Corporation**, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right-of-way to install, maintain, or own, or permit any commercial broadband supplier, including a broadband affiliate, to install, maintain, or own, fiber-optic cable for communication and broadband purposes, attached facilities for operation by a commercial broadband supplier, including a broadband affiliate, in providing commercial broadband service; and to lease or otherwise provide to a commercial broadband supplier, including a broadband affiliate, any excess capacity of attached facilities for purposes of providing commercial broadband service, including the necessary poles, conduits, cables, and fixtures and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate and enlarge such facilities, as may be found advisable, together with the right of ingress and egress across Grantor's property for any purpose necessary in connection therewith, over, upon, under and along land owned by Grantor located on, under, over, and across the Grantor's following described real property situate on the County of El Paso, State of Colorado at Reception number 221231939:

An easement twenty (20) feet in width, being ten (10) feet on either side of the centerline of Grantee's facilities as constructed and as described below in:

The Southeast Quarter of the Northeast Quarter of Section 34, Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, Except that portion thereof falling within Bow Valley Subdivision

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs and assigns, not to change grade or erect any building or structure within the limits of said strip of land; and the Grantee, its successors and assigns, shall have the right, upon 10 days written notice to Grantor and AT THE EXPENSE OF GRANTOR (OR GRANTOR'S SUCCESSORS OR ASSIGNS), to remove objects or buildings interfering with the construction, maintenance, operation, control and use of said lines, to restore grade, or to relocate Grantee's facilities and right-of-way in order to remove the interference.

The Grantor agrees that all poles, wires, cables and other facilities, including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his successors and assigns, to pass over said strip of land from one portion of the land to another, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to repair, replace or pay for any damage which may arise from constructing, maintaining, operating or removing said fiber-optic cable or cables so far as the same shall affect fences, irrigation or draining ditches, or growing lawns, gardens or crops (not including trees unless specifically agreed to by a separate writing) that do not interfere with the operation and use of Grantee's lines and equipment, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor (or its successors or assigns), one by the Grantee and the third person by the two persons aforesaid; the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons or entities, and the masculine case wherever used shall include the feminine or neuter case. All covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the successors, heirs and assigns of the parties.

Executed this 13th day of January, 2022.

Classic SRJ Land, LLC
a Colorado limited liability company

By: Elite Properties of America, Inc.,
a Colorado corporation, as Manager

By: _____

Name: Doug Stimple

Title: CEO

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The within instrument was acknowledged before me this 13th day of January 2022, by

by Doug Stimple as CEO of
(Print the name(s) signed above) (Title)

Elite Properties of America, Inc.
(Entity or Trust Name)

Seal
CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025

WITNESS my hand and official seal

Christine L Wise
Notary Public

2138 Flying Horse Club Dr. Colorado Springs, CO 80921
Notary's Address

My Commission Expires 12-02-2025

Transcript from: Road Book A Page 78
Road Order Dated October 3, 1887
Recorded 3:00 p.m. October 3, 1887

Board of County Commissioners

To

El Paso County, Colorado

State of Colorado }
}ss.
County of El Paso}

At a regular meeting of the Board of County Commissioners for El Paso County, Colorado, held at the County Clerk's Office in Colorado Springs on Monday, October 3, 1887, there were present J. C. Woodbury, Chairman, L.C. Skinner; David McShane, commissioners; E.J. Eaton, Clerk; when the following proceedings, amoung others, were held and done, to-wit:

In accordance with the provisions of an Act passed by the General Assembly of the State of Colorado, Session 1885, entitled "An Act to Amend Section IV of Chapter XCV of the General Statutes of the State of Colorado, entitled 'Roads and Highways'", it was ordered by the Board that all Section lines, Township lines and Range lines on the public domain East of the Range line dividing Ranges 65 W. and 66 W., be and the same are hereby declared Public Highways of the width of 60 feet, being 30 feet on each side of said Section lines, Township lines or Range lines, as the case may be, the same being in El Paso County, Colorado.

J. C. Woodbury, Chairman

Dated: October 3rd, 1887
Attest: E.J. Eaton, County Clerk
(official seal)

Filed for record the MAR 16 1977 day of ..., A. D. 19..., at 9:35 o'clock A M. BOOK 2905 PAGE 773

Reception No. 306894 HARRIET BEALS RECORDER

Kay Cattins Deputy

State of Colorado
County of El Paso

No Cons.

200

This Deed, Made this 16th day of March in the year of our Lord one thousand nine hundred and seventy-seven BETWEEN
RICHARD ALLAN JAGODA, a single man,

of the County of El Paso and State of Colorado, of the first part, and
BARBARA M. JAGODA, 2702 Marilyn Road, Colo. Springs, CO 80909
of the County of El Paso and State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration-----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 does remise, release, sell, convey, and **Quit-Claim** unto the said party of the second part, her heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real property situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The North half of the East half of the East half of Section 34, Township 12 South, Range 65 West of the 6th P.M., subject to rights of way, easements and mineral leases of record, if any. Also, a right of way for purposes of egress and ingress 30 feet wide along the easterly side of the South half of the East half of the East half of Section 34, which right of way coincides with the same easterly 30 feet of the South half of the East half of the East half of Section 34, Township 12 South, Range 65 West of the 6th P.M., set aside and dedicated for road purposes by the El Paso County Board of Commissioners as set forth in Road Record Book A at Page 78, dated and recorded October 3, 1897.

No street address

STATE DOCUMENTARY
MAR 16 1977
FEE $ None

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise 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 her heirs 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, Sealed and Delivered in the Presence of

Richard Allan Jagoda Seal
RICHARD ALLAN JAGODA, a single man Seal
Seal
Seal

STATE OF COLORADO, County of El Paso } ss. STATUTORY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of March, 1977 by Richard Allan Jagoda, a single man

Witness my hand and official seal.
My commission expires August 16, 1980

Shirley R. Hair
NOTARY PUBLIC

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

SHIRLEY R. HAIR NOTARY PUBLIC STATE OF COLORADO

FORM 3181 QUIT CLAIM DEED CENTER PRINTING CO. COLO. SPGS. CO.

Filed for record the ... day of ... A.D. ... at ... o'clock ... M. ... Recorder.

Fee ... ... DEPUTY.

21933

This Deed, Made this Twenty-fourth day of February in the year of our Lord one thousand nine hundred and fifty-four between RALPH BENNETT and OPAL BENNETT, also known as Opal Lee Bennett,

of the County of El Paso and State of Colorado, of the first part, and

W. GLENN RIDENOUR and EDITH C. RIDENOUR

of the County of Maricopa, State of Arizona ~~State of Colorado~~, of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, ~~DOLLARS~~ **to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lots or parcels of land, situate, lying and being in the County of** El Paso **and State of Colorado, to-wit:**

The West Half of Section 26, all of Section 34, the East Half and the East Half of the West Half of Section 27, the Southwest Quarter of the Southwest Quarter of Section 27, the East Half of the Southeast Quarter of Section 28, the East Half, the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 33; the Southeast Quarter of the Southeast Quarter of Section 32, and all that part of the Southwest Quarter of the Southeast Quarter of Section 28 and of the Northwest Quarter of Section 33 lying South and East of the County Road across said premises, all in Township 12 South, Range 65 West; also the East Half of Section 3, the Southeast Quarter of the Northwest Quarter and the East Half of the Southwest Quarter of Section 3, the Northeast Quarter of the Northeast Quarter of Section 8, the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, and the Northwest Quarter of the Northwest Quarter of Section 10, all in Township 13 South, Range 65 West of the 6th P. M. Excepting and reserving however to first parties, their heirs and assigns, an undivided one-half (1/2) of all oil, gas and other minerals and mineral rights, in, upon, and under said above described land, together with the full and free right to enter upon said premises and use so much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof, and for the purposes of this reservation. Also excepting any other reservation, restriction or right of way of record.

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

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever,

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

In Witness Whereof, The said parties of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

x Ralph Bennett (Seal)

Opal Bennett (Seal)

also known as Opal Lee Bennett (Seal)

STATE OF COLORADO,
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 24th day of February, 19 54, by Ralph Bennett and Opal Bennett, also known as Opal Lee Bennett.

Witness my hand and official seal.

My commission expires January 8 1956

Ernest O Dubbs
Notary Public.

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

STANDARD FORM TO JOINT TENANTS—Gen. Wm. Printing and Stationery Co., Colo. Springs, Colo.

No. [illegible]

Warranty Deed
TO JOINT TENANTS

[illegible]

TO

[illegible]

STATE OF COLORADO,
County of [illegible] } ss.

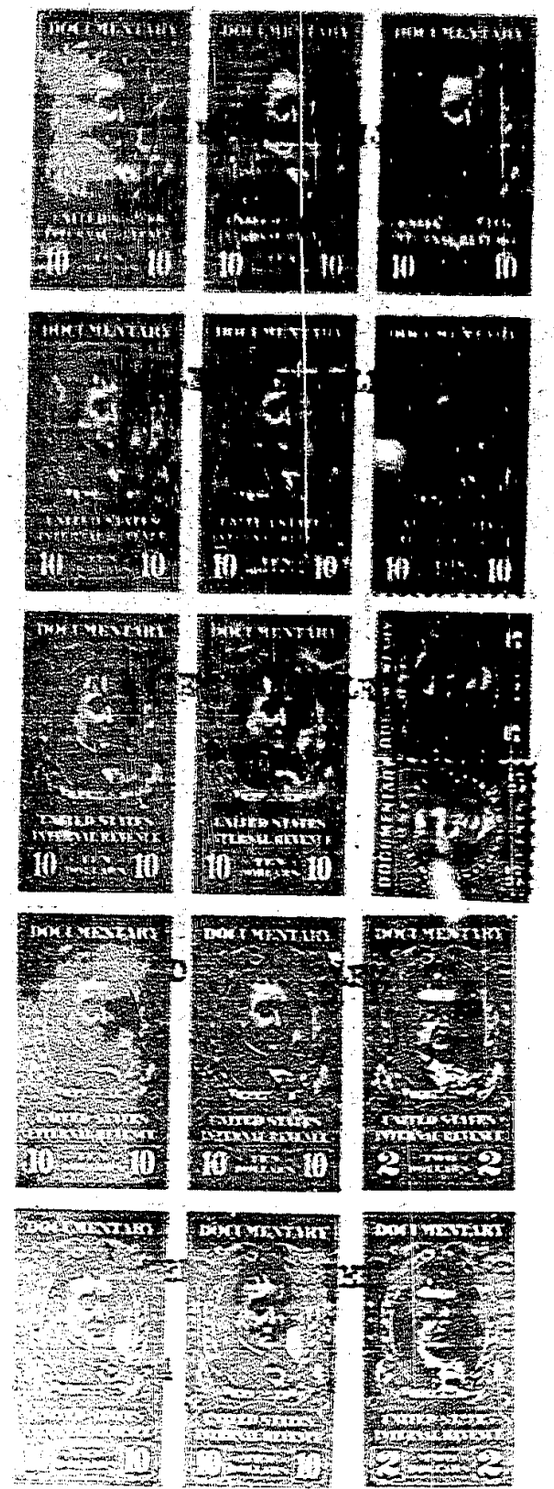
I hereby certify that this instrument was filed for record in my office this [illegible] day of MAR 3 1954, A. D. 19[illegible] at 4:45 o'clock P. M., and duly recorded in Book 1419 Page 198.

CHARLES OZIAS
Recorder.

By [illegible] Deputy.

Fees, $1.80

WHEN RECORDED RETURN TO
W. Glenn Ridenour
and E. L. Spurgeon
315 Exchange Natl Bank Bldg
Colorado Springs, Colo



BOOK 1745 PAGE 336

Filed for record the 27 day of May, A. D. 19 59 at 2:51 o'clock P.M.

Reception No. 113598 Harriet Beals RECORDER.

113598

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That HILLIARD E. MILLER

of El Paso County, State of Colorado for and in consideration of the sum of

Ten Dollars ($ 10.00) cash in hand paid by

THOMAS M. DINES

hereinafter called Grantee....., and other good and valuable considerations, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee.....an undivided one-fourth interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in El Paso County, State of Colorado to-wit:

The West half of Section 26; The East half of the East half, and the East half of the West half of the East half of Section 27; The East half of the East half of Section 34;
All in Township 12 South, Range 65 West of the 6th P.M.
The East half, and the Southeast quarter of the Northwest quarter, and the East half of the Southwest quarter of Section 3; The Northwest quarter of the Northwest quarter of Section 10; The North half of the North half of Section 9; The Northeast quarter of the Northeast quarter of Section 8; All in Township 13 South, Range 65 West of the 6th P.M.

MAY 27 1959

~~of Section Township Range~~ containing 1400 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of Sun Oil Company, it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes one-fourth of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease insofar as it covers the lands above described.

It is understood and agreed that one-fourth of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee.....and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-fourth of the lease interests and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee..... owning one-fourth of all oil, gas and other minerals in and under said lands, together with one-fourth interest in all future events. To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee.....herein, his heirs and assigns forever; and Grantor.... does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee.....herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee herein shall have the right at any time to redeem for Grantor by payment, any existing mortgage or other lien on the above described land, upon default in payment and be thereon subrogated to the right of the holder thereof.

Witness my hand this 1st day of March, 19 59

Hilliard E. Miller

STATE OF COLORADO,
County of EL PASO } ss.

On this 1st day of March, A. D. 19 59, before me personally appeared Hilliard E. Miller to me known to be the person described in and who executed the foregoing instrument, and each acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and year last above written.

My commission expires June 4, 1962 Notary Public

Received at 9 o'clock a. M. AUG 7 1970 HARRIET BEARS

Reception No. 715943 HARRIET BEARS

GRANT OF RIGHT OF WAY

BOOK 2358 PAGE 84

KNOW ALL MEN BY THESE PRESENTS, That Richard A. Jagoda and Barbara M. Jagoda

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar ($1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land twenty feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being ~~xxxx

4 6 1992

002131189 92 APR -6 AM 10:41 BOOK 5958 PAGE 122

ARDIS W. SCHMITT
EL PASO COUNTY CLERK AND RECORDER

GRANT OF RIGHT-OF-WAY

5 of 4

William A Fischer

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Drawer "M", Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land Twenty (20) feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

Beginning at the North property line, thence in a Southernly direction, parallel to the East property line to the South property line.

in SE¼ NE¼ Section 34 Township 12 South, Range 65 West,

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

Grantor further grants unto the Grantee, the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land.

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.

The Grantor convenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

DATED: February 18, 19 92

William A. Fischer (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 18 day of February, 19 92 by William A Fischer

WITNESS my hand and official seal.

My Commission Expires May 21, 19 94

Account No.

Work Order No. 92-212

Sharon F Moon
Notary Public

11140 E. Woodmen Road
Notary's Home or Business Address
Falcon, CO 80831

2 26 85

01219047 1985 FEB 26 AM 9:40 BOOK 3976 PAGE 874

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO

Civil Action No. 84CV1399 Division No. 6

ORDER OF INCLUSION

IN THE MATTER OF THE ORGANIZATION OF THE WESTMOOR WATER AND SANITATION DISTRICT, EL PASO COUNTY, COLORADO.

THIS MATTER, coming on for hearing, the Court having examined the Petition for Order of Inclusion with attachments thereto, and being fully advised in the premises,

IT IS ORDERED THAT:

1. The land hereinafter described shall be, and hereby is included within the boundaries of the Westmoor Water and Sanitation District.

2. The name and address of the owners of said land and the legal description thereof are as follows:

Owners: Ronald C. Vette
8950 Raygor Road
Colorado Springs, CO 80908

Olympic Investment Realty, Inc.
2860 S. Circle Dr.
Colorado Springs, CO 80906

Description:

SE¼ of the NE¼ of Section 34, T12S, R65W, of the 6th P.M., El Paso County, Colorado, containing approximately 44 acres.

DONE IN OPEN COURT this 26 day of February, 1985.

BY THE COURT:

HUNTER D. HARDEMAN
Judge

COLORADO EL PASO DISTRICT COURT

State of Colorado, County of El Paso ss
Certified to be a true and correct
copy of the original in my custody.

FEB 26 1985

E. MARIE GARDNER
Clerk of the District Court
By Carmen J. Trujillo

Robert C. Balink El Paso Cty,CO
12/30/2003 01:32 203295839
Doc $0.00 Page
Rec $15.00 1 of 3

Request for Notification Form

BE IT KNOWN that Mountain View Properties of Peyton, LLP, a Colorado Limited Liability Partnership, whose address is P.O. Box 124 Colorado Springs, Colorado 80901 is the owner in fact of a ½ mineral interest in the following lands to wit:

See Exhibit "A"- attached hereto and made a part hereof.

These lands are located in **Township 13 South, Range 65 West and Township 12 South, Range 65 West all in El Paso County, Colorado** and are further identified in El Paso County Tax Assessor Records at **Parcel Numbers 99000-02-227, 99000-02-526 and 99000-02-527**. Relevant ownership documents are recorded in the Records of El Paso County as follows:

1. Warranty Deed and Mineral Reservation Dated February 24, 1954 recorded in Book 1419, Page 198 of the records of El Paso County, Colorado.

2. Quit-Claim Deed recorded in Book 5350, Page 1362-3 of the records of El Paso County, Colorado.

3. Quit-Claim Deed recorded in Book 5350, Page 1364 of the records of El Paso County, Colorado.

4. Quit-Claim Deed recorded in Book 5504, page 1439 of the records of El Paso County, Colorado.

5. Quit-Claim Deed recorded June 11, 2003 as Document Number 203129447, Pages 1-2, of the records of El Paso County, Colorado.

6. Other Documents Recorded as Document Number 200081216, Pages 1-24 and Document Number 200081217, Pages 1-11 included in the records of El Paso County, Colorado.

Provided to El Paso County under the terms of Title 24, Colorado Revised Statutes Article 65.5, Sections 101 to 104. This is a request for formal notification when the surface estate of any or all of those properties listed in Exhibit "A" hereto are scheduled for hearing in El Paso County, Colorado for possible zone change . In Witness Whereof, this Request for Notification is executed by MOUNTAIN VIEW PROPERTIES OF PEYTON, LLP, a Colorado Limited Liability Partnership.

By: Sharon R. Bennett-Cullers
Sharon R. Bennett Cullers, Partner

Janice Bennett Good
Janice Bennett Good, Partner

STATE OF COLORADO
COUNTY OF CHAFFEE

This instrument was acknowledged before me on this 18th day of December , 2003, by Janice Bennett Good, Partner of Mountain View Properties of Peyton, LLP.

My Commission Expires:
04/09/05

CAROL M. TALBOTT NOTARY PUBLIC STATE OF COLORADO

Carol M. Talbott
Notary Public in and for the State of Colorado

Carol M. TALBOTT
Notary's Printed Name

STATE OF COLORADO
COUNTY OF EL PASO

This instrument was acknowledged before me on this 30th day of December , 2003, by Sharon R. Bennett Cullers, Partner of Mountain View Properties of Peyton, LLP.

My Commission Expires
11/17/2007

Patricia A. Leggett
Notary Public in and for the State of Colorado

PATRICIA A. LEGGETT
Notary's Printed Name

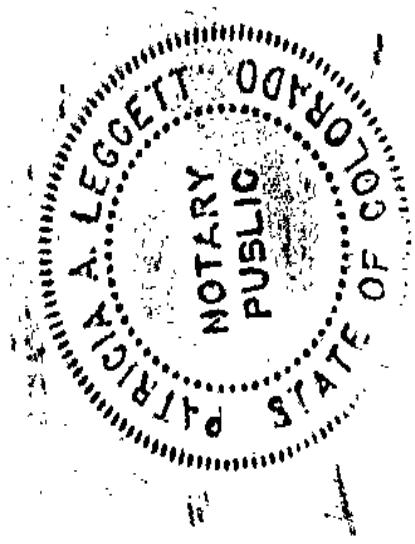


EXHIBIT "A" TO THAT CERTAIN REQUEST FOR NOTIFICATION FORM

SUMMARY OF LANDS CONTAINED IN THAT CERTAIN WARRANTY AND MINERAL DEED
BY AND BETWEEN RALPH AND OPAL BENNETT AND W. GLENN AND EDITH C. RIDENOUR
DATED FERUARY 24, 1954
EL PASO COUNTY COLORADO

SECTION NO.	TOWNSHIP	RANGE	LEGAL DESCRIPTION	NO. OF ACRES	(+or-)
3	Township 13 South	Range 65 West	E/2, SE/4 of the NW/4 and the E/2 of the SW/4	440	
8	Township 13 South	Range 65 West	NE/4 of the NE/4	40	
9	Township 13 South	Range 65 West	N/2 of the NW/4 and the N/2 of the NE/4	160	
10	Township 13 South	Range 65 West	NW/4 of the NW/4	40	
26	Township 12 South	Range 65 West	W/2	320	
27	Township 12 South	Range 65 West	E/2, E/2 of the W/2 and the SW/4 of the SW/4	520	
28	Township 12 South	Range 65 West	E/2 of the SE/4, and all that part of the SW/4 of the SE/4 lying South and East of the County Road across said premises	100	(+or-)
32	Township 12 South	Range 65 West	SE/4 of the SE/4	40	
33	Township 12 South	Range 65 West	E/2, E/2 of the SW/4, SW/4 of the SW/4, and all that part of the NW/4 lying South and East of the County Road across said premises	520	(+or-)
34	Township 12 South	Range 65 West	All	640	
				2820	

MEMORANDUM OF OIL AND GAS LEASE

WAYNE W. WILLIAMS El Paso County, CO
04/27/2011 02:54:23 PM
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Rec $11.00 1 of 1
211041825

STATE OF COLORADO §
§
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 6th day of April, 2011, an Oil and Gas Lease was made and entered into by and between Mountain View Properties of Peyton, LLP, as Lessor, and Transcontinent Oil Company, 621 17th Street, Suite 2501, Denver, CO 80293, as Lessee. Whereby Lessor granted an Oil and Gas Lease on the following lands in the County and State named above;

Township 12 South, Range 65 West of the 6th Principal Meridian
Section 26: W/2
Section 27: E/2E/2, E/2W/2E/2
Section 32: That part of the SE/4SE/4 lying Northwesterly of Vollmer Road
Section 34: E/2E/2
Township 13 South, Range 65 West, 6th P.M.
Section 3: Lots 1, 2, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 8: NE/4NE/4
Section 9: That part of the NW/4NW/4 lying Southwest of the new alignment of Marksheffel Road
Section 10: NW/4NW/4

which lease is for a term of five (5) years, from April 6, 2011, plus a one (1) year option to extend, and as long thereafter as oil or gas shall be produced or operations are continuously prosecuted. Executed copies of this Oil and Gas Lease are in the possession of the Lessor and Lessee.

It is the purpose hereof to give record notice of such Oil and Gas Lease. In consideration of the foregoing and the consideration paid for execution of such Oil and Gas Lease, the undersigned Lessor does hereby lease, let and demise unto Lessee the lands described above upon all of the terms and conditions set forth in such Oil and Gas Lease.

Dated this 18th day of April, 2011.

LESSOR: Mountain View Properties of Peyton, LLP

By: Sharon R Bennett
Sharon R. Bennett, Partner

By: Janice Bennett Good
Janice Bennett Good, Partner

ACKNOWLEDGEMENTS

STATE OF Colorado)
) SS.
County of El Paso)

On this 5 day of April, 2011, before me, the undersigned Notary Public in and for said county and state, personally appeared Sharon R. Bennett, Partner of Mountain View Properties of Peyton, LLP, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as her free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 1-18-13

Notary Public

ERIN E MERRIFIELD NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENTS

STATE OF Colorado)
) SS.
County of El Paso)

On this 5 day of April, 2011, before me, the undersigned Notary Public in and for said county and state, personally appeared Janice Bennett Good, Partner of Mountain View Properties of Peyton, LLP, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as her free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 1-18-13

Notary Public

ERIN E MERRIFIELD NOTARY PUBLIC STATE OF COLORADO

224041438 6/3/2024 10:07 AM
PGS 22 $118.00 DF $0.00
Electronically Recorded Official Records El Paso County CO
Steve Schleiker, Clerk and Recorder
TD1000 N

DISTRICT COURT, WATER DIVISION 2, COLORADO Court Address: 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003	DATE FILED: May 30, 2024 3:36 PM CASE NUMBER: 2023CW3009 ▲ COURT USE ONLY ▲
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: FALCON AREA WATER AND WASTEWATER AUTHORITY IN THE ARKANSAS RIVER OR ITS TRIBUTARIES IN EL PASO COUNTY	Case No.: 23CW3009 Previous case: 20CW3059

FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE

THIS MATTER comes before the Court on the Application filed by Falcon Area Water and Wastewater Authority, and having reviewed said Application and other pleadings on file, and being fully advised on this matter, the Court makes the following findings and orders:

GENERAL FINDINGS OF FACT

1. The applicant in this case is Falcon Area Water and Wastewater Authority, whose address is 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203 ("Applicant" or "FAWWA"). FAWWA is made up of multiple municipal or quasi-municipal entity members, including the Sterling Ranch Metropolitan District Nos. 1, 2, and 3 (collectively "SRMD"), and the Retreat Metropolitan District Nos. 1 and 2 (collectively "RMD"). SRMD, RMD, and other entities, have deeded or assigned to FAWWA decreed water rights to Denver Basin groundwater, surface water storage rights, and plans for augmentation. The Applicant seeks to amend the previously issued decrees to create a well field for the withdrawal of all decreed Denver Basin groundwater from both contiguous properties, and from non-contiguous properties so located as to allow for withdrawal of water from wells within the well field, from the same well(s), and to amend the plan for augmentation previously decreed in Case No. 20CW3059 to allow for the use of all such Denver Basin supplies therein, and the return flows resulting therefrom, without increasing pumping entitlements thereunder. FAWWA will comply with Rules 11.A. and 11.B of the Statewide Nontributary Ground Water Rules, as necessary to withdraw the total allowed annual amounts of water from both contiguous and non-contiguous parcels, as described herein.

2. The Applicant is the owner of, or controls, all Denver Basin groundwater described herein, and all land under which such Denver Basin groundwater is located is within Applicant's service area, where such water will be put to beneficial use.

3. The Applicant filed this Application with the Water Court for Water Division 2 on February 24, 2023. The Application was referred to the Water Referee Division 2 on February 24, 2023.

4. A Statement of Opposition was timely filed by the City of Colorado Springs, acting through its enterprise, Colorado Springs Utilities, on April 24, 2023, and a Statement of Opposition was timely filed by the Offices of the State Engineer and the Division Engineer for Water Division No. 2 on April 28, 2023.

5. On March 10, 2023, the Division 2 Water Court ordered that publication occur in El Paso County. The Clerk of this Court caused publication of the Application filed in this matter as provided by statute and the publication costs have been paid. On March 22, 2023, proof of publication in *The Colorado Springs Gazette* was filed with the Division 2 Water Court. All notices of the Application have been given in the manner required by law.

6. On April 11th, 2024, a stipulation between the Applicant and The City of Colorado Springs, acting through its enterprise, Colorado Springs Utilities was filed with the Division 2 Water Court. By Order dated April 16, 2024, the Division 2 Water Court approved such stipulation.

7. On April 11th, 2024, a stipulation between the Applicant and the State Engineer and the Division Engineer for Water Division No. 2 was filed with the Division 2 Water Court. By Order dated April 16, 2024, the Division 2 Water Court approved such stipulation.

8. As the State and Division Engineers timely filed a statement of opposition in this matter and obtained party status, no Consultation Report pursuant to C.R.S. §37-92-302(4) is necessary or required.

9. The Water Court has jurisdiction over the subject matter of these proceedings and over all who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated groundwater basin.

FAWWA WELL FIELD

10. The Applicant requested amendment of previously issued decrees quantifying Denver Basin groundwater supplies, as described below, based upon the contiguity of certain of such properties, and the proximity of the other of such properties, overlying such Denver Basin supplies, all such property being owned, controlled and/or

serviced by FAWWA, allowing all wells constructed upon such properties to be considered a well field, thereby permitting FAWWA to withdraw all such previously decreed Denver Basin groundwater rights from wells located upon other portions of the overlying lands. FAWWA further requested amendment of the plan for augmentation decreed in Case No. 20CW3059 to allow for all wells withdrawing any of the not-nontributary Denver Basin groundwater described herein to be considered augmented structures, and to allow the return flows from Denver Basin groundwater so pumped to be considered potential sources of augmentation supply. The following findings are made with respect to such requests:

11. Sterling Ranch Metropolitan District Nos. 1, 2, and 3 Water Rights. SRMD owns and controls Denver Basin groundwater supplies underlying approximately 1,451.44 acres of land acres located in Sections 27, 28, 32, 33, and 34 of Township 12 South, Range 65 West, and Section 4 of Township 13 South, Range 65 West, all in the 6th P.M., as more particularly described on the attached **Exhibit B**, and depicted on the attached **Exhibit A** map (collectively the "SRMD Properties"). Such decreed water rights include the following:

A. Case No. 86CW18. This case was the original adjudication of the nontributary Arapahoe aquifer underling 1,410 acres of SRMD Properties, and decreed 575 annual acre feet (100-year allocation) of nontributary Arapahoe aquifer groundwater.

B. Case No. 86CW19. This case was the original adjudication of the nontributary Laramie-Fox Hills aquifer underling 1,410 acres of SRMD Properties, and decreed 539 annual acre feet of nontributary Laramie-Fox Hills aquifer water.

C. Case No. 08CW113. This case adjudicated the not-nontributary water supplies in the Dawson and Denver aquifers underlying the entire 1,451.44 acres of the SRMD Properties, as well as not-nontributary Arapahoe groundwater and nontributary Laramie-Fox Hills groundwater not previously adjudicated in Case Nos. 86CW18 and 86CW19, described above (underlying approximately 41.44 acres). The decree in 08CW113 quantified the following groundwater:

Aquifer	Status	100-year Quantity
Dawson	Not-Nontributary	392.5 acre feet
Denver	Not-Nontributary	728.9 acre feet
Arapahoe	Not-Nontributary	0.6 acre feet
Laramie-Fox Hills	Nontributary	0.4 acre feet

D. Case No. 20CW3059. This case adjudicated a plan for augmentation for the use of not-nontributary water supplies adjudicated in Case No.

08CW113, as described above, and further quantified not-nontributary and nontributary groundwater underlying the "SR Quarry Property" (a/k/a the Schmidt property), being approximately 97.54 acres as located in the S½ of Section 32, Township 12 South, Range 65 West, of the 6th P.M., more particularly described on the attached **Exhibit D** and depicted on the attached **Exhibit A** map. The SR Quarry Property, is not contiguous with the SRMD Properties or the RMD Properties because El Paso County owns Vollmer Road, which separates the SR Quarry Property from the other SRMD Properties and the RMD Properties. The quantities of water available underlying the SR Quarry Property in Case No. 20CW3059 are described as follows:

Aquifer	Status	100-year Quantity
Dawson	Not-Nontributary	9.75 acre feet
Denver	Not-Nontributary	45.56 acre feet
Arapahoe	Not-Nontributary	43.11 acre feet
Laramie-Fox Hills	Nontributary	27.8 acre feet

12. Retreat Metropolitan District Nos. 1 and 2 Water Rights (RMD). RMD owns and controls property located to the northwest and contiguous to the SRMD Properties, being approximately 191.79 acres located in Sections 27 and 28 of Township 12 South, Range 65 West of the 6th P.M., more particularly described on the attached **Exhibit C**, and depicted on the attached **Exhibit A** map (collectively the "RMD Properties"). The corresponding water rights include the following:

A. Case No. 17CW3002. This case adjudicated Denver basin groundwater supplies under multiple properties. A portion of these properties, and the water rights, are now owned and controlled by FAWWA. This includes a 191.79 acre portion of land, termed the "Arroya Parcel" including the following Denver Basin groundwater rights:

Aquifer	Status	100-year Quantity
Dawson	Not-Nontributary	116 acre feet
Denver	Not-Nontributary	119 acre feet
Arapahoe	Nontributary	98 acre feet
Laramie-Fox Hills	Nontributary	30.34 acre feet[1]

B. Case No. 18CW3002. This case adjudicated a plan for augmentation for a portion of the Denver Basin groundwater quantified in Case No.

[1] As described in Paragraph 12.B., the amount of Laramie-Fox Hills groundwater available to FAWWA under this decree was reduced by 27.96 annual acre feet based upon the reservation of such water in the 18CW3002 plan for augmentation.

17CW3002, reserving 2,796 acre feet (27.96 annual acre feet, 100-year aquifer life) of Laramie-Fox Hills groundwater beneath RMD Properties. This reduced the water in the Laramie-Fox Hills aquifer water from Case No. 17CW3002, available to FAWWA, from 58.3 annual acre feet to 30.34 annual acre feet, based upon a 100-year aquifer life.

13. Jaynes Property. The Jaynes property is located directly to the west of SRMD Properties, being approximately 135 acres located in portions of the S½ and the NE¼ NW¼ of Section 28, and the NW¼ of Section 33, all in Township 12 South, Range 65 West of the 6th P.M., more particularly described on the attached **Exhibit E**, and depicted on the attached **Exhibit A** map. The Jaynes Property is not contiguous with the SRMD Properties or the RMD Properties because El Paso County owns Vollmer Road, which separates the Jaynes Property from the SRMD Properties and the RMD Properties. FAWWA acquired the water rights underlying the Jaynes Property in 2023.

A. Case No. 07CW56. This case adjudicated the groundwater supplies underneath the Jaynes Property as depicted on **Exhibit A**, as follows:

Aquifer	Status	100-year Quantity
Dawson	Not-Nontributary	34.9 acre feet[2]
Denver	Not-Nontributary	69.2 acre feet
Arapahoe	Nontributary	58 acre feet
Laramie-Fox Hills	Nontributary	33.8 acre feet[2]

14. Raygor Property. The Raygor Property is located to the east of the SRMD Properties, and contiguous thereto, being approximately 40 acres located in the SE¼ NE¼ Section 35, Township 12 South, Range 65 West of the 6th P.M., more particularly described on the attached **Exhibit F**, and depicted on the attached **Exhibit A** map.

A. Case No. 91CW35. This case adjudicated the water beneath Raygor's property as depicted on **Exhibit A**, and FAWWA now owns all of the water rights decreed therein, more particularly described as follows:

Aquifer	Status	100-year Quantity

[2] Twelve (12) annual acre feet of Dawson aquifer groundwater was reserved underlying the Jaynes Property in Case No. 07CW56. A 4.8-acre foot portion of such reserved groundwater is pending adjudication as part of an augmentation plan supporting the subdivision of a portion of the Jaynes Property into six (6) +/-2.5-acre lots, five (5) of which will be augmented in Division 2 Case No. 24CW3007, including the reservation of a 480 acre-foot portion of the nontributary Laramie-Fox Hills aquifer (4.8 acre feet annually) for replacement of post-pumping depletions. The figures in the table above reflect these uses and reservations of water.

Dawson	Not-Nontributary	34 acre feet
Denver	Not-Nontributary	76 acre feet
Arapahoe	Nontributary	49 acre feet
Laramie-Fox Hills	Nontributary	36 acre feet

15. The entirety of the SRMD Properties, RMD Properties, SR Quarry Property, Jaynes Property, and the Raygor Property are collectively referenced hereafter as the "FAWWA Well Field." FAWWA is hereby decreed the right to treat the above described properties as a "well field", as commonly understood and defined by the Statewide Nontributary Ground Water Rules, 2 CCR 402-7:14, and all of the Denver Basin groundwater supplies underlying said FAWWA Well Field may be withdrawn from wells to each respective aquifer located anywhere within the FAWWA Well Field, provided such withdrawals are consistent with Rules 11.A. (for contiguous properties) and 11.B. (for non-contiguous properties) of the Statewide Nontributary Ground Water Rules. The FAWWA Well Field is located in portions of Sections 27, 28, 32, 33, and 34 of Township 12 South, Range 65 West of the 6th Principal Meridian, as depicted on **Exhibit A** and more particularly described on **Exhibits B**, **C**, **D**, **E**, and **F**. The total amounts of groundwater available for withdrawal from the FAWWA Well Field, being the sum total of the various decrees described above (collectively the "Prior Decrees"), is as follows:

Aquifer	Status	100-year Quantity
Dawson	Not-Nontributary	587.15 acre feet
Denver	Not-Nontributary	1,038.66 acre feet
Arapahoe	Not-Nontributary	43.71 acre feet
Arapahoe	Nontributary	780.00 acre feet
Laramie-Fox Hills	Nontributary	660.04 acre feet

16. Existing and Future Wells. All wells will be located within the FAWWA Well Field. FAWWA currently owns and operates two permitted wells to nontributary Arapahoe and Laramie-Fox Hills formations, Permit Nos. 80131-F and 80132-F, respectively. FAWWA has two well applications to the Arapahoe (nontributary), and Laramie-Fox Hills (nontributary) aquifers in connection with Case No. 17CW3002 currently pending and under construction, Permit Nos. 88338-F, and 88339-F, respectively. FAWWA further has a well application to the not-nontributary Denver aquifer pending under Permit No. 330963, which when completed will be augmented under the augmentation plan decreed in Case No. 20CW3059, as hereby amended, and FAWWA may amend all such permits to include all Denver Basin groundwater rights described in Paragraph 15, above, consistent with the terms and conditions of this Decree, and consistent with Rules 11.A. and 11.B. of the Statewide Nontributary Ground Water Rules. Applicant is awarded the vested right to the use of such wells, along with any necessary additional or replacement wells associated with such structures, for the extraction and use of groundwater from the

not-nontributary Dawson, Denver and Arapahoe aquifers, and the nontributary Arapahoe and Laramie-Fox Hills aquifers pursuant to this decree, and pursuant to any applicable plans for augmentation necessary for the withdrawal of not-nontributary groundwater, including the amended Plan for Augmentation decreed herein.

17. Pursuant to C.R.S. §37-90-137(9)(c.5)(I), the augmentation requirements for wells in the not-nontributary Dawson aquifer requires the replacement to the affected stream systems of actual stream depletions, though Applicant does not through this decree seek an augmentation plan that would allow the pumping of the Dawson aquifer groundwater described herein. The ground water in the not-nontributary Denver aquifer, and the not-nontributary portions of the Arapahoe aquifer, underlying the FAWWA Well Field are located greater than 1 mile from any point of contact between a natural stream, and therefore require replacement to the affected stream system of four percent (4%) of the amount of the water withdrawn. The Applicant shall not be entitled to construct a well or use water from the not-nontributary Dawson, Denver, or Arapahoe aquifers except pursuant to an approved augmentation plan in accordance with C.R.S. §37-90-137(9), including as decreed herein as concerns the not-nontributary Denver and Arapahoe aquifers. Applicant shall not be permitted to withdraw not-nontributary supplies from nontributary locations, nor vice versa.

18. Subject to the augmentation requirements described in Paragraph 23 and the other requirements and limitations in this decree, and the 20CW3059 Decree, Applicant shall be entitled to withdraw all legally available groundwater in the Denver Basin aquifers underlying the FAWWA Well Field. Said amounts can be withdrawn over the 100-year life for the aquifers as set forth in C.R.S. §37-90-137(4), or withdrawn over a longer period of time based upon local governmental regulations or Applicant's water needs provided withdrawals during such longer period are in compliance with the augmentation requirements of this decree, specifically including El Paso County land development code's 300-year requirements. The average annual amounts of ground water available for withdrawal from the underlying Denver Basin aquifers, based upon the 100-year aquifer life, are set forth above, or El Paso County's 300-year requirements, based upon the Prior Decrees.

19. Applicant shall be entitled to withdraw an amount of groundwater in excess of the average annual amounts decreed herein from the Denver Basin aquifers underlying the FAWWA Well Field, so long as the sum of the total withdrawals from wells in each of the aquifers does not exceed the product of the number of years since the date of issuance of the original well permit or the date of entry of the decree herein, whichever comes first, and the average annual volume of water which Applicant is entitled to withdraw from each of the aquifers underlying the FAWWA Well Field, subject to the requirement that such banking and excess withdrawals do not violate the terms and conditions of the plan for augmentation decreed herein and any other plan for

augmentation decreed by the Court that authorizes withdrawal of the Denver Basin groundwater subject of this decree.

20. Subject to the terms and conditions in the plan for augmentation decreed herein and final approval by the State Engineer's Office pursuant to the issuance of well permits in accordance with C.R.S. §§37-90-137(4) or 37-90-137(10), the Applicant shall have the right to use the Denver Basin groundwater underlying the FAWWA Well Field for all beneficial municipal uses, including as decreed in Case No. 20CW3059, as amended hereby. Such municipal uses include, but are not limited to: domestic, commercial, industrial, recreation, fish propagation, stockwater, wetlands, wildlife habitat, and fire protection, and also for exchange, aquifer recharge, replacement, and augmentation purposes. The amount of groundwater decreed for such uses is reasonable as such uses are to be made for the long-term use and enjoyment of Applicant's municipal customers and is to establish and provide for adequate water reserves. The nontributary groundwater may be used, reused, and successively used to extinction, both on and off the properties which comprise the FAWWA Well Field subject, however, to the requirement under C.R.S. §37-90-137(9)(b) that no more than 98% of the amount withdrawn annually shall be consumed. Applicant may use such water by immediate application or by storage and subsequent application to the beneficial uses and purposes stated herein. Provided however, as set forth above, Applicant shall only be entitled to construct a well or use water from the not-nontributary Dawson, Denver, and Arapahoe aquifers pursuant to a decreed augmentation plan entered by the Court, including the amended plans for augmentation decreed herein. Such use will include re-usable return flows from a first municipal use of such Denver Basin supplies from the FAWWA Well Field as a source of augmentation supply for replacement of depletions described in such plans for augmentation, to the extent such sewered return flows and/or Lawn Irrigation Return Flows ("LIRFs") are or may be available in proper time, location and amount.

21. Withdrawals of groundwater available from the nontributary Arapahoe or Laramie-Fox Hills aquifers from the FAWWA Well Field in the amounts determined in accordance with the provisions of this decree will not result in injury to any other vested water rights or to any other owners or users of water.

AMENDMENT OF PLAN FOR AUGMENTATION

22. SRMD (now a member of Applicant) previously obtained a plan for augmentation in Case No. 20CW3059 providing for the augmentation of not-nontributary Denver and Arapahoe aquifer supplies underlying the SRMD Properties, along with quantification of LIRFs derived from municipal irrigation uses thereof as a source of augmentation supply, including of evaporative depletions from certain water storage structures located on the SRMD Properties. SRMD has assigned to FAWWA all its rights,

title and interest under the 20CW3059 Decree. By the application herein, FAWWA requested the inclusion of all not-nontributary Denver and Arapahoe aquifer groundwater underlying the FAWWA Well Field in the 20CW3059 Decree both as augmented water supplies from the augmented structures constituting the FAWWA Well Field, and as a source of augmentation supply in the form of LIRFs to the extent such water supplies are included and accounted for as a source of municipal irrigation supply on the SRMD Properties. FAWWA did not request, and this Decree does not approve, expansion or change to the volumetric pumping entitlements, nor the quantities of LIRFs decreed to be available under the 20CW3059 Decree, nor to otherwise amend said decree, but rather only to include the water associated with all decreed not-nontributary Denver and Arapahoe aquifer groundwater supplies underlying the FAWWA Well Field described herein as sources of supply within the 20CW3059 plan for augmentation, and any reusable return flows therefrom as sources of augmentation supply. All volumetric limitations described in the 20CW3059 decree remain of full force and effect, and the structures to be augmented by the 20CW3059 decree are the existing and future wells as constructed and to be constructed to the not-nontributary Denver and Arapahoe aquifers within the boundaries of the FAWWA Well Field available to FAWWA, subject to existing volumetric limitations. Augmentation sources under the amended augmentation plan in 20CW3059 are LIRFs derived from municipal uses of such Denver and Arapahoe groundwater supplies, quantified and calculated in the same manner as originally decreed in 20CW3059.

23. Amended Augmentation Plan Case No. 20CW3059. Applicant is hereby decreed an amendment to the augmentation plan previously decreed in Case No. 20CW3059. The augmentation plan in Case No. 20CW3059 is hereby amended, and all wells located on the overlying land described herein are included as augmented structures, providing sources of physical supply from the not-nontributary Denver and Arapahoe groundwater sources from the FAWWA Well Field. The Case No. 20CW3059 augmentation plan is further amended to add a source of augmentation supply, being LIRFs resulting from the use of not-nontributary Denver and Arapahoe aquifer groundwater from the FAWWA Well Field, for irrigation of public parks and open space within the SRMD Properties, to be calculated in the same manner and quantities as described in the 20CW3059 Decree.

24. No other changes were requested to the 20CW3059 Decree, nor does this Decree approve any other changes, and Applicant is specifically limited to the volumetric pumping limitations described in the 20CW3059 Decree and further limited in the quantities of LIRFs which may be claimed, as calculated thereunder.

25. Applicant is hereby granted, pursuant to the terms and conditions of the amended augmentation plan decreed herein, the right to withdraw all quantities of not-nontributary Denver and Arapahoe aquifer groundwater underlying the FAWWA Well

Field, through existing, additional or replacement wells located within said FAWWA Well Field, consistent with Rule 11.A. and Rule 11.B. of the Statewide Nontributary Ground Water Rules.

CONCLUSIONS OF LAW

This Court concludes as a matter of law that:

26. All claims within the Application are contemplated and authorized by law, and this Court and the Water Referee have exclusive jurisdiction over these proceedings. §§37-92-302(1)(a) and (5), 37-92-203, and 37-92-305, C.R.S.

27. Subject to the terms and conditions of this decree, the Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the FAWWA Well Field, and the right to use that water to the exclusion of all others subject to the terms of this decree.

28. The Applicant has complied with C.R.S. §37-90-137(4), and the nontributary Arapahoe and Laramie-Fox Hills groundwater underlying the FAWWA Well Field is legally available for Applicant's withdrawal, subject to terms and conditions of this decree and the Prior Decrees. Further, the not-nontributary Dawson, Denver, and Arapahoe aquifer groundwater underlying the FAWWA Well Field are legally available for withdrawal upon the entry of a decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c.5), and such a plan for augmentation is decreed herein as concerns the not-nontributary Denver and Arapahoe aquifer groundwater. Applicant is entitled to a decree from this Court confirming its rights to withdraw groundwater pursuant to §37-90-137(4), C.R.S.

29. The Denver Basin water rights described herein are not conditional water rights, but are vested water rights determined pursuant to C.R.S. §37-90-137(4). No applications for diligence are required. The claims for nontributary and not-nontributary groundwater meet the requirements of Colorado Law.

30. The confirmation, determination and quantification of the nontributary and not-nontributary groundwater rights in the Denver Basin aquifers as set forth herein, and as previously decreed, is contemplated and authorized by law. C.R.S. §§37-90-137, and 37-92-302 through 37-92-305.

31. Satisfaction of Burdens of Proof. Applicant has complied with all requirements and satisfied all standards and burdens of proof, including but not limited to C.R.S. §§37-92-302 through 305, excepting sections 305(3.5) and 305(3.6) which are inapplicable hereto, as amended. Applicant is entitled to a decree confirming and

approving the uses and availability of the Denver Basin groundwater underlying the FAWWA Well Field, and the amended plan for augmentation decreed herein, which will not injuriously affect the owners of or persons entitled to use water under vested water rights or decreed conditional water rights as long as the plan for augmentation is operated and administered in accordance with the terms and conditions herein.

32. The amended augmentation plan decreed herein is one contemplated by law. If implemented in accordance with the terms and conditions of this decree, the plan will permit the use of water without material injury to the vested or conditionally decreed water rights of others.

33. The Court is required to retain jurisdiction in a decree approving an augmentation plan on the question of injury to vested or conditional water rights. C.R.S. §37-92-304(6). Such jurisdiction is retained and described in detail at Paragraph 43, below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

34. All of the foregoing Findings of Fact and Conclusions of Law are incorporated herein by reference, and are considered to be a part of this decretal portion as though set forth in full.

35. The Application for Change of Water Rights and Amendment to Plan for Augmentation filed by the Applicant is approved, subject to the terms of this decree.

36. The Applicant will comply with C.R.S. §37-90-137(9)(b) requiring the relinquishment of the right to consume two percent (2%) of the amount of the nontributary groundwater withdrawn from the FAWWA Wellfield. Ninety eight percent (98%) of the nontributary groundwater withdrawn from the FAWWA Wellfield may therefore be consumed. No plan for augmentation is or shall be required to provide for such relinquishment.

37. The operation of the augmentation plan as decreed in Case No. 20CW3059 and amended herein, provides for the replacement of all injurious out-of-priority depletions which may result from withdrawals of not-nontributary groundwater from the Denver and Arapahoe aquifers underlying the FAWWA Well Field, and evaporative depletions from the use and operation of the SRMD Ponds Nos. 1 and 2. Pumping from the FAWWA Wellfield is augmented during pumping through dedication of LIRFs and/or nontributary pumping as described in the 20CW3059 Decree, and augmented post-pumping through dedication and pumping of the nontributary Denver Basin groundwater rights previously reserved for such purposes in the 20CW3059 Decree[3]. The terms and

[3] In the 20CW3059 Decree, a total of 272.73 acre feet of nontributary groundwater supplies decreed

conditions of this decree, in combination with the 20CW3059 Decree, are adequate to assure that no injury to any water users will result from operation of this amended plan for augmentation. The Court approves this amended plan subject to the terms and conditions contained in this decree and the 20CW3059 Decree.

38. The replacement and augmentation supply that FAWWA will use for operation of the amended plan for augmentation decreed herein shall be of a quality and quantity so as to meet the requirements for which the water of senior appropriators has normally been used.

39. The State and Division Engineers and the Water Commissioner shall administer this amended augmentation plan in accordance with the terms and conditions contained in this decree, and the terms and conditions of the original 20CW3059 Decree which were not amended hereby. So long as water is used in conformance with the requirements of this decree, and the 20CW3059 Decree, there will be no injurious effects to the vested or decreed conditional water rights of others related to the amount or timing of water availability.

40. The State Engineer, the Division Engineer, and/or the Water Commissioner shall not curtail the diversion and use of water covered by the amended plan for augmentation decreed herein, so long as the LIRFs necessary for augmentation during the pumping life of the not-nontributary Denver and Arapahoe aquifers described herein continue to accrue to the stream system pursuant to the conditions contained herein, and/or Applicant pumps nontributary groundwater supplies directly to augmentation use, per the terms of the 20CW3059 Decree. To the extent that Applicant or its successors or assigns, is unable to provide the replacement water required, then the wells and ponds shall not be entitled to continue under the protection of this plan, and shall be subject to administration and curtailment in accordance with the laws, rules, and regulation of the State of Colorado. Pursuant to C.R.S. §37-92-305(8), the State Engineer shall curtail all out-of-priority diversions which are not so replaced as to prevent injury to vested water rights. In order for this plan for augmentation to operate, LIRFs must at all times during pumping be in an amount sufficient to replace the amount of stream depletions, or nontributary supplies must be directly pumped to augmentation use in quantities sufficient to replace such stream depletions. The State Engineer shall issue well permits in accordance with C.R.S. §37-90-137(4) and/or (10) and consistent with the terms and conditions of this Decree. All such wells constructed by Applicant pursuant to the augmentation plan decreed herein shall be geophysically logged consistent with applicable rules and regulations of the State and Division Engineers.

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in Case Nos. 93CW18, 93CW19, and 85CW445, now owned and controlled by Applicant, were dedicated to replacement of post-pumping depletions. Such reservation remains applicable to pumping from the FAWWA Wellfield as described herein.

41. Applicant shall install such metering and measuring devices as may be reasonably required by the State and Division Engineers to ensure proper measurement and accounting of all withdrawals and pumping.

42. Accounting. FAWWA's accounting under this decree shall be consistent with the accounting required by the original 20CW3059 Decree, and with accounting required by the Prior Decrees, with such integrated accounting to provide consolidated augmentation accounting for water rights produced from the properties within the FAWWA Well Field. All accounting records required by this Decree shall be filed with the State Engineer and Division Engineer on a monthly basis, with actual measurement and accounting calculated on a daily basis. The Applicant's current accounting forms are adequate to account for the water rights and augmentation plan under this decree; however, said forms are not decreed herein and may be changed from time to time so long as the information required by this decree is included in the forms, 35 days advance written notice is provided to the objectors, and such changes are approved by the Division Engineer or the Water Commissioner. Copies of any revised forms shall be provided to objectors at no cost upon request. The daily accounting and all backup and supporting information and documents shall also be provided to any objector making a written request for said accounting for the accounting year, upon payment of reasonable costs. The accounting shall be delivered to the Division Engineer and Water Commissioner in the manner they prescribe and may be delivered to other objectors in paper or electronic format at the Applicant's option.

43. Retained Jurisdiction. Pursuant to the provisions of C.R.S. §37-92-304(6), the amended plan for augmentation decreed herein shall be subject to the reconsideration of this Court on the question of material injury to vested water rights of others, for a period of five years after Applicant fully utilizes the LIRFs as an augmentation supply, as evidenced by the Applicant's provision and service of written notice to Opposers herein that all parks and common areas anticipated to result in LIRF credits have been developed and constructed, and FAWWA is irrigating such parks and common areas with approved water sources allowing such LIRF credits to be claimed. Any person, within such period, may petition the Court to invoke its retained jurisdiction. Any person seeking to invoke the Court's retained jurisdiction shall file a verified petition with the Court setting forth the factual basis for the relief requested in the petition, together with proposed decretal language to effect the petition. The party filing the petition shall have the burden of proof of going forward to establish the facts alleged in the petition. If the Court finds those facts are established, Applicant shall thereupon have the burden of proof to show: (a) that the petitioner is not injured, or (b) that any modification sought by the petitioner is not required to avoid injury to the petitioner, or (c) that any term or condition proposed by Applicant in response to the petition does avoid injury to the petitioner. The Division of Water Resources as a petitioner shall be entitled to assert injury to the vested water rights

of others. If no such petition is filed within such period and the retained jurisdiction period is not extended by the Court in accordance with the revisions of the statute, this matter shall become final under its own terms. The Court also retains continuing jurisdiction for the purpose of determining whether the continued reservation of the nontributary Denver Basin water rights is required and retained jurisdiction for such purpose shall be perpetual.

44. Pursuant to C.R.S. §37-92-304(6), the Court shall retain continuing jurisdiction over the amended plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others, as pertains to the use of Denver Basin groundwater supplies adjudicated herein for augmentation purposes. The Court also retains continuing jurisdiction for the purpose of determining compliance with the terms of the augmentation plan. The Court further retains jurisdiction should the Applicant later seek to amend this decree by seeking to prove that post-pumping depletions are noninjurious, that the extent of replacement for post-pumping depletions is less than the amount of water reserved in 20CW3059 Decree, as amended hereby, and other post-pumping matters. The Court's retained jurisdiction may be invoked using the process set forth in Paragraph 43.

45. Pursuant to C.R.S. §37-92-502(5)(a), the Applicant shall install and maintain such water measurement devices and recording devices as are deemed necessary by the State Engineer or Division Engineers, and the same shall be installed and operated in accordance with instructions from said entities. Applicant must install and maintain a totalizing flow meter on each well, or any additional or replacement wells associated therewith and are required to include geophysical logging on each well. Applicant shall read and record their well meter readings on March 31st and October 31st of each year and shall submit their meter readings to the Water Commissioner by April 15th and November 15th of each year or more frequently as requested by the Water Commissioner.

46. This Ruling of Referee, when entered as a decree of the Water Court, shall be recorded in the real property records of El Paso County, Colorado. Copies of this ruling shall be mailed as provided by statute.

DATED: April 25, 2024.

BY THE REFEREE:

Kate Brewer, Water Referee
Water Division 2

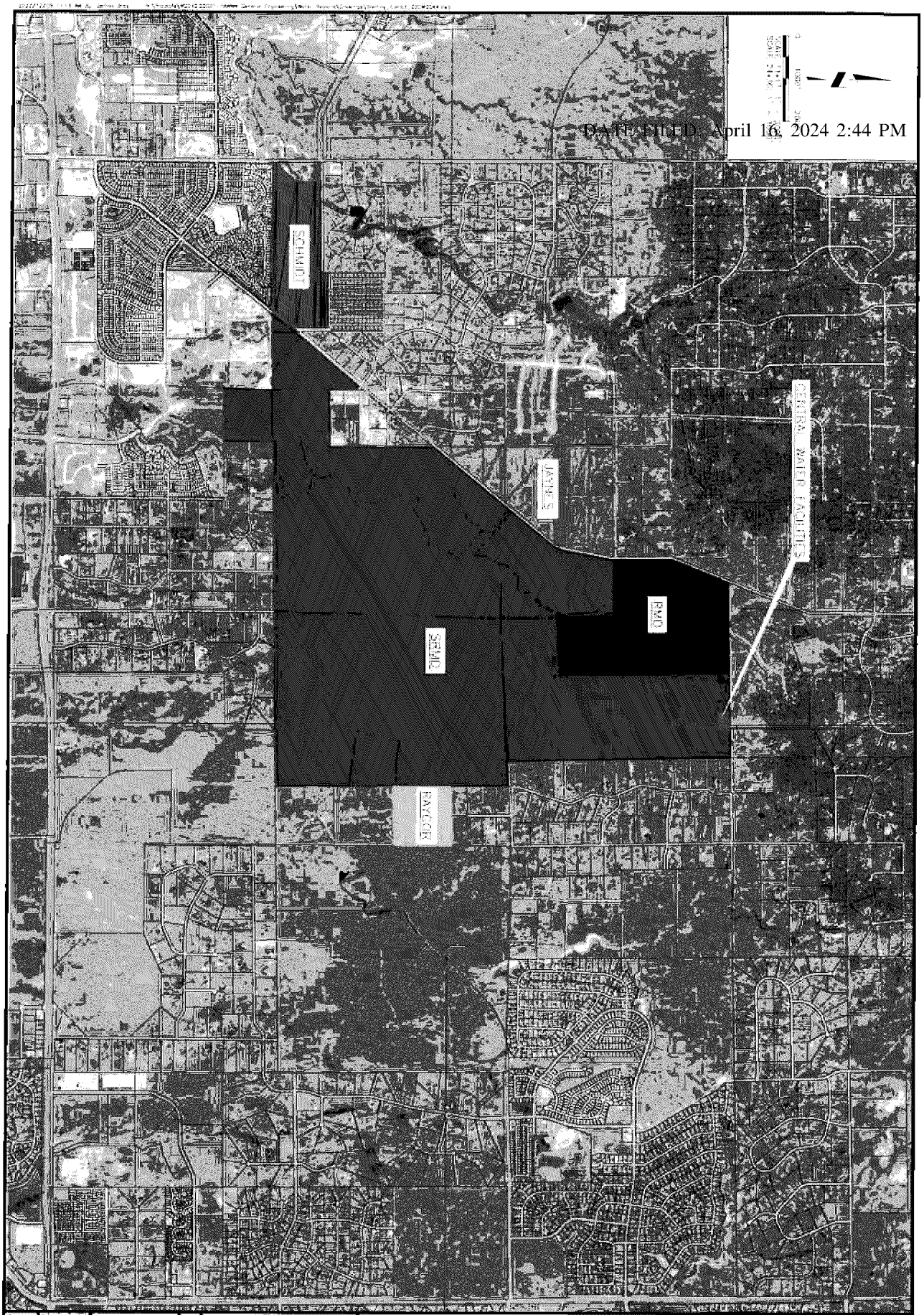
DECREE

THE COURT FINDS THAT NO PROTEST WAS FILED IN THIS MATTER, THEREFOR THE FORGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: May 30, 2024.

Honorable Gregory Styduhar
Water Judge, Water Division 2
State of Colorado

DATE FILED: April 16, 2024 2:44 PM



PLAN

EXHIBIT

EXHIBIT A

FALCON AREA WATER AND WASTEWATER AUTHORITY

ATTACHMENT to 22CW30XX

JDS-HYDRO RESPEC
5540 TECH CENTER DR SUITE 100
COLORADO SPRINGS COLORADO 80919
(719)227-0072

EXHIBIT B – SRMD Legal Description

DATE FILED: April 16, 2024 2:44 PM

The W½ W½ E½ and the E½ W½ and the SW¼ SW¼ of Section 27; the E½ SE¼ and that portion of the SW¼ SE¼ lying South and East of the County Road across said premises, both in Section 28; that portion of the SE¼ SE¼ of Section 32 lying South and East of said County Road, that portion of the NE¼ SE¼ of said Section 32, lying South and East of said County Road, and that portion of the SE¼ SW¼ SE¼ of Section 32 beginning at the SE comer of the SE¼ SW¼ SE¼ then northerly along the east line of the SE¼ SW¼ SE¼ a distance of 495 feet to a point on Vollmer Road, then southwesterly along Vollmer Road 660 feet to a point on the south line, then easterly 495 feet to the point of beginning; the E½ and the E½ SW¼ and the SW¼ SW¼ of Section 33, and all that part of the NW¼ of said Section 33 lying South and East of the said County Road across said premises, except that portion of the SW¼ NW¼ of said Section 33 lying South and East of said County Road containing approximately 10 acres deeded to Colorado Interstate Gas Company by Warranty Deed recorded in Book 1173 at Page 359 of the El Paso County Records; and the W½ E½ and the W½ of Section 34, all in Township 12 South, Range 65 West of the 6th P.M.; and the NW¼ of the NW¼ of Section 4, Township 13 South, Range 65 West of the 6th P.M., located in El Paso County, Colorado.

EXHIBIT C – Retreat Metro Districts Legal Description

A PORTION OF SECTION 21, 22, 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DATE FILED: April 16, 2024 7:44 PM

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S00°54'30"E ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

THENCE S87°35'00"W ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE N00°53'18"W ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE S89"08'28"W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, A DISTANCE OF 1326.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE N00°30'49"W ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE N21°41'10"E ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN A DEED RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE ON THE SOUTHERLY, EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING FOUR COURSES:

1. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28;

2. N00°52'58"W ON SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 21;

3. N00°37'14"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, A DISTANCE OF 30.00 FEET;

4. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN A DEED RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE N21"41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 113.82 FEET; THENCE S68°18'50"E, A DISTANCE OF 145.93 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 22°00'4T FOR A LENGTH OF 215.15 FEET TO A POINT OF TANGENT;

THENCE N89"40'23"E ON A LINE THAT IS 40.00 NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 348.92 FEET;

THENCE N88°38'56"E ON A LINE THAT IS 40.00 NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 477.80 FEET;

THENCE S47°35'42"W, A DISTANCE OF 60.90 FEET;

THENCE N88°38'56"E ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 898.51 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,354,696 SQ. FEET, OR 191.797 ACRES.

EXHIBIT D – Schmidt Legal Description

A TRACT OF LAND IN THE SW¼ AND THE SW¼ OF THE SE¼ OF SECTION 32, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE N89°23'57"E ALONG THE SOUTH LINE OF SECTION 32, 30.00 FEET TO POINT ON THE EASTERLY LINE OF BLACK FOREST ROAD, ACCORDING TO THE RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS OF EL PASO COUNTY RECORDED IN ROAD BOOK A AT PAGE 78, WHICH POINT IS THE POINT OF BEGINNING; THENCE N00°02'19"W ALONG SAID EASTERLY LINE, 125.50 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3859 AT PAGE 151; THENCE ALONG THE BOUNDARY OF SAID TRACT FOR THE FOLLOWING FOUR (4) COURSES; (1) THENCE N89°23'57"E, 25.20 FEET; (2) THENCE N42°32'21 "E, 664.79 FEET; (3) THENCE N01°44'16"W, 403.43 FEET; (4) THENCE N87°25'38"W, 463.51 FEET TO A POINT ON SAID EASTERLY LINE OF BLACK FOREST ROAD; THENCE N00°02'19"E ALONG SAID EASTERLY LINE, 124.08 FEET; THENCE N89°27'58"E, 2607.50 FEET; THENCE N00°00'40"W ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 32, 152.93 FEET TO THE SOUTHWEST CORNER OF HOLIDAY HILLS NO. 1, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK E2 ATPAGE 12; THENCE N89°3 I '30"E ALONG THE SOUTH LINE OF SAID HOLIDAY HILLS NO. 1, 1260.38 FEET; THENCE S00°33'58"E ALONG THE WESTERL y LINE OF GLIDER PORT ROAD, AS DEDICATED IN SAID HOLIDAY HILLS NO. 1, 741.29 FEET; THENCE S37°18'25"W ALONG THE NORTHWESTERLY LINE OF VOLLMER ROAD, 721.56 FEET; THENCE S89°23'57"W ALONG THE SOUTH LINE OF SECTION 32, 3437.29 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

EXHIBIT E – Jaynes Legal Description

DATE FILED: April 16, 2024 2:44 PM

That portion of E½ of the SW¼ and that portion of the W½ of the SE¼ of Section 28 and that portion of the E½ of the NW¼ of Section 33, Township 12 South, Range 65 West of the 6th P.M., El Paso County, Colorado, laying Northwesterly of the existing county road (Vollmer Road), being more particularly described as follows:

Beginning at a point on the east-west centerline of said Section 28, said line also being thee south line of Poco Road as described in Book 2274 at page 314, said point also being the Center West 1/16 corner of said Section 28, from which the West Quarter corner of said Section 28 bears S.89°45'22"W (Bearings based on the line between the West Quarter corner of said Section 28, monumented with a 3¼ inch aluminum cap marked with PLS No. 4842 and the northwest corner of Jaynes Subdivision, monumented with a No. 4 rebar and plastic cap marked with PLS No. 4842, said line bears N89°45'22"E), a distance of 1,310.67 feet; thence N89°45'22”E, along said east-west centerline, a distance of 717.48 feet, to the northwest corner of Lot 1, Jaynes Subdivision (as established on that plat of Jaynes Subdivision filed on December 20, 1984 in the El Paso County Clerk and Recorders Office at Reception No. 119494 in Plat Book X-3 at page 96); thence S00°14'39”E, along the west line of Lot 1, a distance of 544.41 feet, to the southwest corner of said Lot 1; thence N89°46'02"E along the south line of said Lot 1, a distance of 400.10 feet; thence S00°15'34"E, a distance of 598.01 feet; thence N"89°45'22"E, a distance of 1,217.67 feet to a point on the apparent northwesterly right-of-way line of Vollmer Road the following four (4) courses:

1. Along the arc of a non-tangential curve to the right, whose center bears N78°14’10”W, having a central angle of 27°06’29” and a radius of 603.83 fet, a distance of 285.69 feet;
2. Thence S38°51’49”W, a distance of 1,375.53 feet;
3. Thence S39°37’46”W, a distance of 376.52 feet;
4. Thence S41°07’37”W, a distance of 1,729.65 feet, to the intersection of said northwesterly right-of-way line and the west line of said E½ of the NW¼ of said Section 33;

Thence N00°25’04”E along said west line of the said E ½ NW ¼ of said Section 33, a distance of 1,440.99 feet; thence N00°14’40”E along the west line of the E ½ SW ¼ of said section 28, a distance of 2,611.39 feet, to the POINT OF BEGINNING.

EXHIBIT F – Raygor Legal Description

The Southeast Quarter of the Northeast Quarter of Section 34, Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, Except that portion thereof falling within Bow Valley Subdivision.

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