



COLORADO State Land Board

Department of Natural Resources

Chuck Broerman 11/06/2018 03:13:43 PM Doc \$0.00 Rec \$18.00 2 Pages

El Paso County, CO



218129415

APP NO. 3421

LEASE ASSIGNMENT - Groundwater

ASSIGNMENT OF LEASE NO. OT-109328

Please check if this is a full or partial assignment: FULL [checked] PARTIAL []

If there is a conflict between the full/partial box checked above and the acreage assigned indicated below, the specific acreage assigned will control.

In consideration of good and valuable consideration agreed to between the Assignor and Assignee (named below), this lease assignment ("Assignment") is entered into between the Assignor and Assignee and they agree as follows:

ASSIGNOR ("Assignor")(Name) The David Wismer and Mary Anne Wismer Trust (Address) c/o Shamrock Preserve, LLC, Attn: David Wismer, 15555 State Highway 83 (City, State, Zip) Colorado Springs, CO 80921

hereby assigns and transfers, subject to approval from the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), all right, title and interest as "Lessee of Record" on the State Land Board's groundwater lease identified above (the "Lease") in

640.00 of the Lease lands located in El Paso County, Colorado ("County"), ALL (Subdivision)

Section 36 Township 11S, Range 66W (collectively, the "Assigned Lands"),

including all stipulations and requirements attached and incorporated into the Lease, unto:

ASSIGNEE ("Assignee")(Name) PRI #2, LLC, by Elite Properties of America, Inc. as Manager (Address) 6385 Corporate Drive, Suite 200 (City, State, Zip) Colorado Springs, CO 80919

Reserving unto the Assignor all previously reserved minority reservations of Lease ownership and/or overriding royalties made and filed by the Assignor in the clerk and recorder's office of the County ("Office"), to the extent that such reservations comply with the terms of the Lease. The State Land Board has one "Lessee of Record" on the Lease and does not track minority overriding royalties or minority leasehold interests in the Lease; however, pursuant to the State Land Board acknowledges that separate contracts for minority leasehold interests a the Lease may exist between the Assignor, the Assignee and/or other minority owners in Clerk & Recorder's Office and this Assignment does not purport to assign those interests.

As of the Effective Date (as defined below), the Assignee hereby agrees to accept and assume responsibility, liability and interest in, and to abide by all terms and conditions of the Lease will herein be the new "Lessee of Record" for all, or part of the Lease assigned (as specified pursuant to the terms of the Lease, the State Land Board's approval of this Assignment shall release the Assignor from any liability for known or unknown waste or damage to the Assigned Lands, limited to, environmental damage which arose from, or in connection with Assignor's use or occupancy of the Assigned Lands and/or from any liability for violations of the Lease and/or of applicable federal, state, and local laws, regulations, rule, and ordinances including without limitation the rules and regulations of the Colorado Division of Water Resources during Assignor's use or occupancy of the Assigned Lands.

Rec. Sep

As of the Effective Date, the Assignor represents and warrants to the State Land Board that all rents, royalties and advanced minimum royalties under the Lease are paid up to date, and there are no outstanding reclamation issues.

Consideration Amount: \$100.00 (refer to lease terms), and submit affidavit stating the value of any consideration tendered to Assignor by Assignee.



COLORADO

State Land Board

Department of Natural Resources

The Assignor and Assignee acknowledge that the State Land Board has the right to deny this Assignment, in its sole discretion, and that the State Land Board must approve this Assignment by execution below before this Assignment becomes effective. Further, the Assignor and Assignee agree that the State Land Board's approval of this Assignment does not modify any terms or conditions of the Lease which may be implied by documents provided to the State Land Board related to this Assignment, other than the "Lessee of Record" for the Assigned Lands.

The Assignor and Assignee, by their signatures below, agree to the terms and conditions of this Assignment.

ASSIGNOR:

Assignor Name: The David Wismer and Mary Anne Wismer Trust

Signature: [Signature]

Printed Name: David Wismer

Title: Trustee

Date Signed: 4-18-2017

STATE OF COLORADO)

COUNTY OF EL PASO)

) ss. ASSIGNOR ACKNOWLEDGMENT

On this 19th day of April, 2017, before me, personally appeared David Wismer, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed.

My commission expires: 12-02-2017

STATE OF COLORADO)

COUNTY OF EL PASO)

) ss. ASSIGNEE ACKNOWLEDGMENT

ASSIGNEE:

Assignee Name: PR#2, LLC, by Elite Properties of America Inc. as Manager

Signature: [Signature]

Printed Name: Douglas Stimple

Title: CEO & Manager

Date Signed: 4-20-17

Phone: 719 592 4333

[Signature]
Notary Public
CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2017

On this 24th day of April, 2017, before me, personally appeared Douglas M. Stimple, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed.

My commission expires: 12-02-2017

[Signature]
Notary Public
CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2017

APPROVAL OF ASSIGNMENT

In consideration of One Hundred dollars (\$100.00) and other valuable consideration, the State Land Board consents to this Assignment of the Lease from the Assignor to the Assignee effective this 14th day of June, 2017 (the "Effective Date").

State of Colorado, acting by and through the State Board of Land Commissioners

By: [Signature]
Name & Title: Phillip J. Courtney, Leasing Manager

