

# **LIMING TRUST LAND AUCTION —TITLE EXCEPTIONS**

**December 2, 2025**

**DUE DILIGENCE PACKET**



**reckagri.com | 970.522.7770**



# Title Exceptions

- ◆ Parcel #1A
- ◆ Parcel #1B
- ◆ Parcel #2A
- ◆ Parcel #2B
- ◆ Parcels #3A & #3B
- ◆ Parcel #3C
- ◆ Parcel #4A
- ◆ Parcel #4B



76 47477

1902--The Old West Printing and Stationery Co., Colorado Springs, Colo.

## THE UNITED STATES OF AMERICA.

STERLING 03602

Parcel  
#1A

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1902, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Louisa M. Brown* has been established and duly consummated, in conformity to law, for the *northeast quarter of Section two in Township four south of Range forty-seven west of the Sixth Principal Meridian, Colorado, containing one hundred sixty acres.*

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General.

Now Know Ye, That there is, therefore granted by the United States unto the said claimant... the tract of Land above described; To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant... and to the heirs and assigns of the said claimant... 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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *Woodrow Wilson* 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 *Eleventh* day of *December*, in the year of our Lord one thousand nine hundred and *Thirteen* and of the Independence of the United States the one hundred and *Thirtieth*.

BY THE PRESIDENT: *Woodrow Wilson*By *M. P. L. Ray* SECRETARY.*L. A. L. Lamm*  
Recorder of the General Land Office.Recorded: Patent No. *274882*Filed for Record the *23* day of *February* A. D. 1914, at *8:00* o'clock A. M.*Harry M. M. Conway* RECORDER.

By \_\_\_\_\_ DEPUTY.



STATE OF COLORADO, )  
 County of Yuma, )  
 I, Nelson J. Garshaw, )  
 a Notary Public in and for said County, in the State aforesaid, do hereby  
 certify that Albert C. Wall  
 who is personally known to me to be the person whose name is subscribed to the  
 within Trust Deed as part X thereto, and having executed the same, appeared before me this day  
 in person and acknowledged that he signed, sealed and delivered the said instrument of  
 writing as his free and voluntary act, for the uses and purposes therein set forth.  
 I further certify that my commission expires My commission expires Nov. 1, 1934,  
 Given under my hand and Notarial Seal this 24 day of August, A. D., 1931,  
Nelson J. Garshaw, Notary Public



Recorded August 8th, 1931 at 8:40 O'Clock A. M.  
 Reception No. 203114 J. H. STEVENSON, Recorder

Know All Men By These Presents, That I, Anna Horn  
 of the County of Kit Carson and the State of Yuma, for the consideration  
 of Ten and 50/100 Dollars  
 in hand paid, hereby sell and convey to Yuma County  
 of the County of Yuma, and the  
 State of Colorado, the following real property situate in the County of Yuma  
 and State of Colorado, to-wit: A right of way 10 ft. in width lying from 30 to 40  
 ft. south of the north line of the NE 1/4 Sec. 2, T. 5 S. R. 47 W., for  
 the entire distance along said quarter section, containing in all .6  
 acres, more or less,

with all its appurtenances, and warrant the title to the same.

Signed and delivered this 1 day of August, A. D. 1931.

In the presence of

+ Anna Horn



State of Colorado  
 County of Kit Carson

The foregoing instrument was acknowledged before me this 1 day of August,  
 1931, by Anna Horn.

Witness my hand and official seal.

My commission expires May 16, 1933

Herbert M. Harrison  
 Notary Public

35/ Recorder FEB 16, 1968 at 2:40 O'clock P.M.

Reception 377603 S. R. ALLISON, Recorder  
PLATEAU NATURAL GAS COMPANY

BOOK 446 PAGE 500

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of \$ 50 per rod, to be paid when construction is completed,

Herbert Preuss

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through the following real estate in Yuma County, State of Colorado to-wit: A strip of land twenty-five feet (25') wide running parallel and adjacent to the County Road Right-of-Way along the North property line of the Northeast Quarter (NE 1/4) of Section Two (2), Township Five South (T-5-S), Range Forty-seven (R-47-W), West of the 6th P.M.

And also with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay for damages to growing crops, fences or improvements occasioned by the laying and maintenance of such line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipeline below depth of thirty (30) inches.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning                     , 19         , to                     , 19         , on                      basis.

Executed this 19<sup>th</sup> day of January, 19 68

B. Richard & Preuss

Herbert A. Preuss

STATE OF Colorado  
COUNTY OF Kit Carson

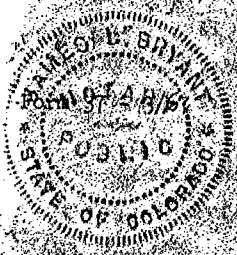
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 19 68.

Witness my hand and official seal.

My commission expires:                     

My Commission expires April 20, 1969

James L. [Signature]  
Notary Public



Oct. 16, 1975 2:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

119 A CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
L. Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of Found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A.D. 19 75, at 9:00 o'clock A.M.  
*Margie Eyestone, Deputy*  
COUNTY CLERK AND RECORDER

STATE OF COLORADO  
COUNTY OF YUMA  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 19 75  
Book 499 Page No. 156A  
By *Margie Eyestone* Recorder  
Deputy  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396499



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

#### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 8<sup>th</sup> day of June, 2022 (the "**Effective Date**") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("**Owner**"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

#### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.
2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.
3. Noninterference; Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.
4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.
5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]

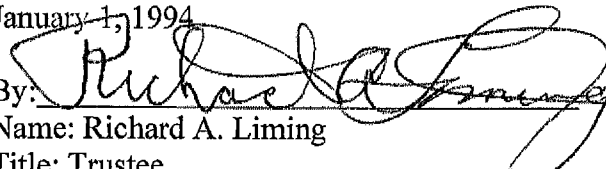


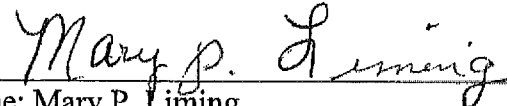


IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

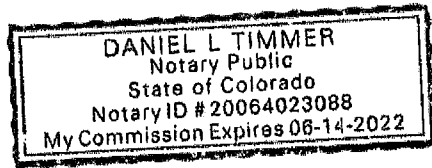
By:   
 Name: Richard A. Liming  
 Title: Trustee

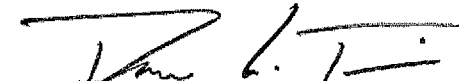
By:   
 Name: Mary P. Liming  
 Title: Trustee

STATE OF Colorado )  
 ) ss  
 COUNTY OF Yuma )

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



  
 Notary Public  
 Printed Name: Dan L. Timmer  
 My commission expires: \_\_\_\_\_

[Signatures continued on following page]





**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

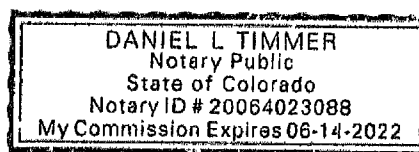
By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dan L. Timmer  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]



[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss

COUNTY OF SANTA BARBARA )

On June 08, 2022, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

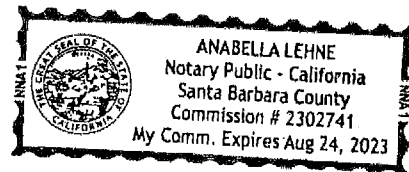
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Printed Name: Anabella Lehne

My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



## EXHIBIT A

### DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Yuma County, Colorado, described as follows:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section 2, Township 5 South, Range 47 West of the 6<sup>th</sup> P.M., LESS & EXCEPT a parcel of land described in Book 291, Page 456, Yuma County, Colorado, records including the Colorado irrigation permit now existing in connection with the above described premises, together with all water, water rights, irrigation pumps, motors and equipment further described as follows: BEGINNING at the point of intersection of the West line of the right-of-way for public highway as now established along the East side of Section 2, Township 5 South, Range 47 West of the 6<sup>th</sup> P.M., and the South line of the right-of-way for public highway as now established along the North side of said Section 2, which point is approximately 40 feet South and 30 feet West of the Northeast corner of said Section 2; thence running South along the West line of right-of-way for public highway 260 feet; thence running West 185 feet; thence running North 260 feet, more or less, to the South line of right-of-way for public highway as established along the North side of said Section 2; thence running East along said South line 185 feet, more or less to the point of beginning; containing in all 1.10 acres, more or less.

Subject to all conveyances, restrictions or reservations of record, if any.

## THE UNITED STATES OF AMERICA.

Certificate No. 50

To all to Whom these Presents shall Come, Greeting:

WHEREAS, James C. Rogers of Arapahoe County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Akron, Colorado whereby it appears that full payment has been made by the said James C. Rogers

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," and the acts supplemental thereto, for the North West Quarter of Section thirteen in Township five South of Range forty seven West of the Sixth Principal Meridian in Colorado, containing one hundred and sixty acres.

863557  
C.R.

Department of the Interior

General Land Office

Washington Sep 6 - 1919

I hereby certify that the annexed copy of patent is a true and literal exemplification from the record which is in my custody in this office

In Testimony Whereof I have herewith subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written

(U. S. D. S.)

L. J. C. Lamar  
Recorder of the General Land Office

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 James C. Rogers

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

James C. Rogers

and to his

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, therunto belonging, unto the said James C. Rogers

and to his 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; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Benjamin Harrison, 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 herewith affixed.

Given under my hand, at the City of Washington, the eighteenth day of February in the year of our Lord one thousand nine hundred and nineteen, and of the Independence of the United States the one hundred and sixteenth

By the President: Benjamin Harrison

By M. McKean, SECRETARY.

D. P. Roberts

Recorder of the General Land Office.

Recorded, Vol. Page

Filed for Record at 8:45 o'clock A.M., Sept 12 A. D. 1919

John A. DeLoach, RECORDER.

By Manda A. DeLoach, DEPUTY.

Parcel  
#1B



Recorded FEB. 16, 1968 at 2:40 P.M.

Deception 327614 S. R. ALLISON, Recorder

INDEXED

PLATEAU NATURAL GAS COMPANY

RIGHT-OF-WAY AGREEMENT

BOOK 446 PAGE 511

For and in consideration of the sum of \$ \_\_\_\_\_ per rod, to be paid when construction is completed,

Clarence Winger and Sons

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through the following real estate in Yuma County, State of Colorado to-wit: A strip of land twenty-five feet (25') wide running parallel and adjacent to the County Road Right-of-Way along the North property line of the Northwest Quarter (NW4) of Section Thirteen (13), Township Five South (T-5-S), Range Forty-seven (R-47-W), West of the 6th P.M.

And also with the right of ingress and egress at convenient points for such purposes, together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay for damages to growing crops, fences or improvements occasioned by the laying and maintenance of such line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipeline below depth of thirty (30) inches.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, on \_\_\_\_\_ (Cash or crop) basis.

Executed this 22 day of January 1968

Clarence Winger & Sons  
By Marion Winger

STATE OF Colorado

COUNTY OF Yuma

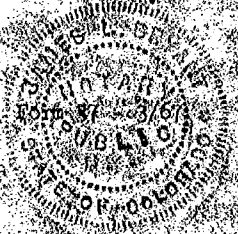
The foregoing instrument was acknowledged before me this 22nd day of

January, 1968.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_ My Commission expires April 20, 1969

James L. Bryant  
Notary Public



Recorded May 31 1973 at 9:00 O'Clock A.M.  
Reception 389195 S. R. ALLISON, Recorder

RIGHT-OF-WAY EASEMENT

BOOK 479 PAGE 399

In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants and conveys to Plains Cooperative Telephone Association, Inc., its successors, assigns, lessees, licensees and agents a right-of-way easement and the right to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers, and associated equipment, as the Grantee may from time to time require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

The West 16.5 feet of the Northwest Quarter (NW1/4) of Section 13, Township 5 South, Range 47 West of the 6th Principal Meridian, lying parallel and adjacent to the Easterly Right-of-Way line of State Highway 57 as it now exists

situate in County of Yuma, State of Colorado, together with the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep clear all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

The Grantee agrees that said cables will be buried below plow depth in order not to interfere with the ordinary cultivation of the strip.

Signed and delivered this 22<sup>nd</sup> day of Feb. A.D., 19 73

At \_\_\_\_\_  
Richard A. Loring  
Mary D. Loring  
Grantor (s)

STATE OF COLORADO

County of Yuma ss.

The foregoing instrument was acknowledged before me this 22nd day of February, 1973, by Richard & Mary Loring

WITNESS my hand and official seal

My commission expires Oct 6, 1973

David L. Liles  
Notary Public

R/W Number					Remarks	Space Reserved for Recorder's Certificate
Quarter Section	NW				1/2	
Section	13					
Township	5					
Range	47					
Principal Meridian	6th					
Exchange Or Toll Line						
Lead Code, Buried Cable or Conduit					Job No.	

Oct. 16, 1975 2:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

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ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.



119 A

CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
I, Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of Found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A.D. 19 75, at 9:00 o'clock A.M.  
*Margie Eyestone, Deputy*  
COUNTY CLERK AND RECORDER

STATE OF COLORADO  
COUNTY OF YUMA  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 1975  
Book 499 Page No. 156A  
By *Margie Eyestone* Recorder  
Deputy  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396499

**CHEYENNE PLAINS GAS PIPELINE COMPANY  
RIGHT OF WAY AGREEMENT**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Yuma )

LL Cheyenne Plains LI# 0341, 0350, 0351  
CO 037927

**KNOW ALL MEN BY THESE PRESENTS:**

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of TEN AND NO/100 Dollars (\$ 10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto CHEYENNE PLAINS GAS PIPELINE COMPANY, a Delaware Corporation, an affiliate of COLORADO INTERSTATE GAS COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called "COMPANY"), a right of way and easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline (with fittings, tie-overs, cathodic protection equipment, and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances associated with natural gas, along routes convenient for Company's operations across the lands of OWNER, situate in the County of Yuma, State of Colorado, more particularly described as follows:

- ✓ NW¼ less a 6.00 acre tract of land described in Book 702, Page 283 and less a 3.29 acre tract described in documents #'s 480275, 499838 and 499839 of Section 13, Township 5 South, Range 47 West, 6<sup>th</sup> P.M., Lots 15, 16 of Section 29, Lot 1 of Section 32, Township 5 South, Range 46 West, 6<sup>th</sup> P.M.

more particularly shown on Plat No. 0226-U-0341, 0350, 0351, marked Exhibit "A", and by this reference made part hereof. Said right of way and easement granted being 100 feet in width during construction and thereafter 50 feet in width throughout, extending on, over and across the above described land.

Company shall bury the top of its pipe at least 40 inches below the surface of the ground.

OWNER, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipe line, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands. OWNER, his successors and assigns, shall not without Company's written consent disturb the surface of the Right of Way in a manner which will result from the removal of surface cover from the pipeline.

Company and OWNER shall observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants, including without limitation, any requirement to call the "One-Call" system prior to the construction or excavation along said Right of Way.

Company shall have all privileges necessary or convenient for the full use of the rights granted herein, including without limitation the right to take any action necessary for compliance with federal, state or local laws, rules and regulations.

Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, and fences which may arise from laying, constructing, maintaining, operation, repairing, replacing or removing said pipe line.

All fences that must be cut in order to accomplish any of the purposes herein above granted to Company shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, within the remainder of the fence shall not go slack or be slackened and after said installation or repair, said fence shall be replaced in as good as condition as said fences were before cutting. Company will install gates along said right of way at landowners request and at reasonable and mutually agreed upon locations.

Company shall take all necessary measures to maintain proper drainage to prevent erosion of the surface of such easement premises, and further at the completion thereof to re-seed all disturbed areas with seed mixture as recommended by the Natural Resource Conservation Service.

Company and OWNER shall not be responsible for injury to persons or damage to property from any cause outside their control, including without limitation, negligence or intentional acts of the other or third party persons.

TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

513503  
2 of 5

8/12/2003 10:00:00 AM BEVERLY A WENGER  
ROW R \$26.00 D \$0.00 Yuma County, CO

It is agreed that this right of way agreement as written is assignable in whole or in part and that above covers all agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 26th day of July, 2003.

Mary P. Liming trustee  
Mary P. Liming, Trustee of the Mary P.  
Liming Trust No. 1 dated January 1, 1994

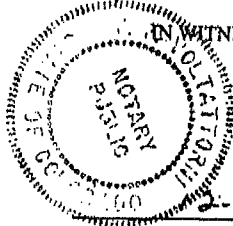
Richard A. Liming trustee  
Richard A. Liming, Trustee of the Mary P.  
Liming Trust No. 1 dated January 1, 1994

Mary P. Liming trustee  
Mary P. Liming, Trustee of the Richard A.  
Liming Trust No. 1 dated January 1, 1994

Richard A. Liming trustee  
Richard A. Liming, Trustee of the Richard A.  
Liming Trust No. 1 dated January 1, 1994

STATE OF COLORADO )  
COUNTY OF YUMA ) ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said County and State on this 26th day of JULY, 2003, personally appeared MARY P. LIMING AND RICHARD A. LIMING, TRUSTEES OF THE MARY P. LIMING TRUST NO. 1 AND RICHARD A. LIMING TRUST NO. 1 BOTH DATED 1-1-94 to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that THEY executed the same as THEIR free and voluntary act and deed for the uses and purposes therein set forth.



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

[Signature]  
Notary Public  
No. 13461087  
Colorado Springs, Colorado  
Address 80904

My Commission expires:

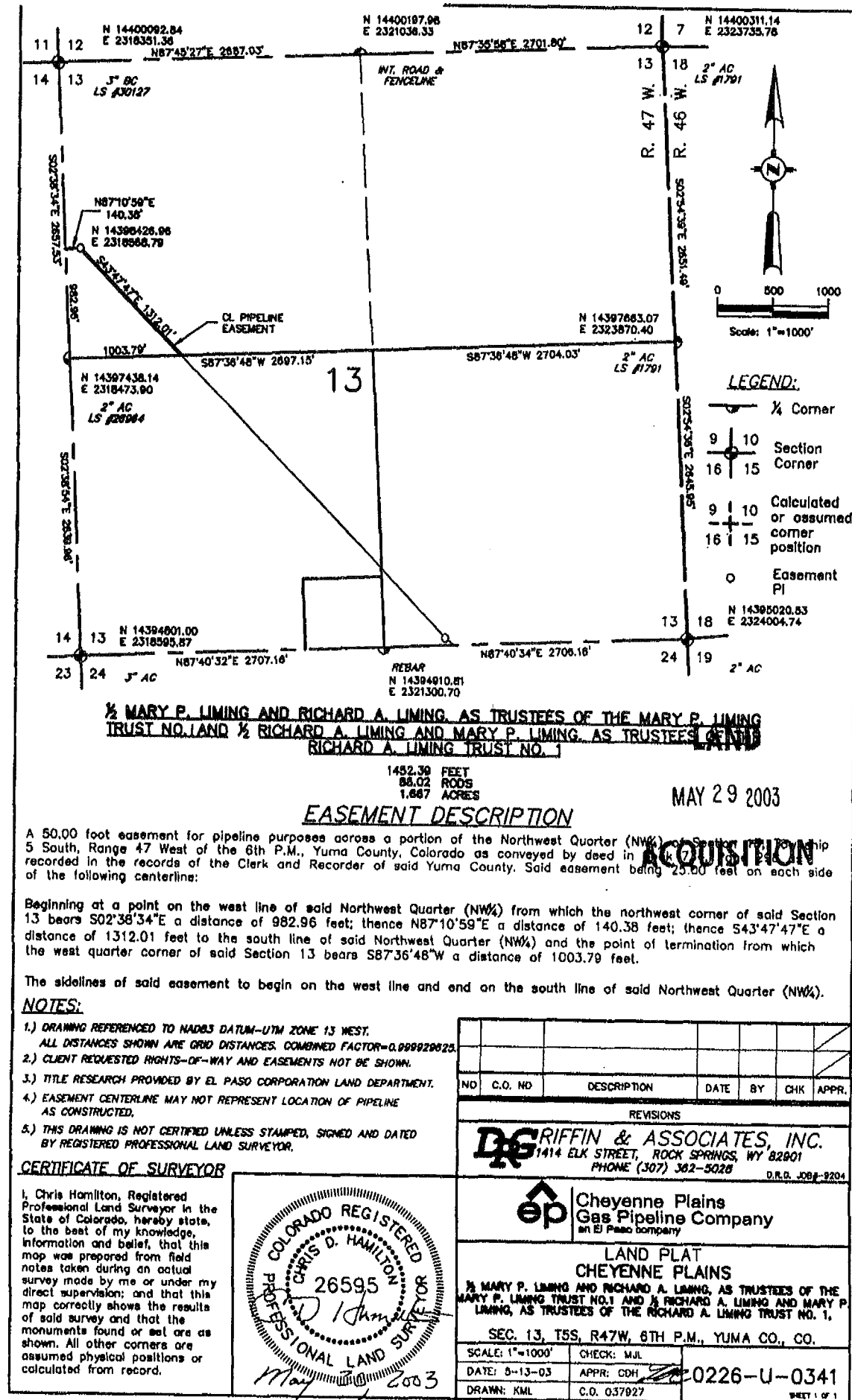
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Address

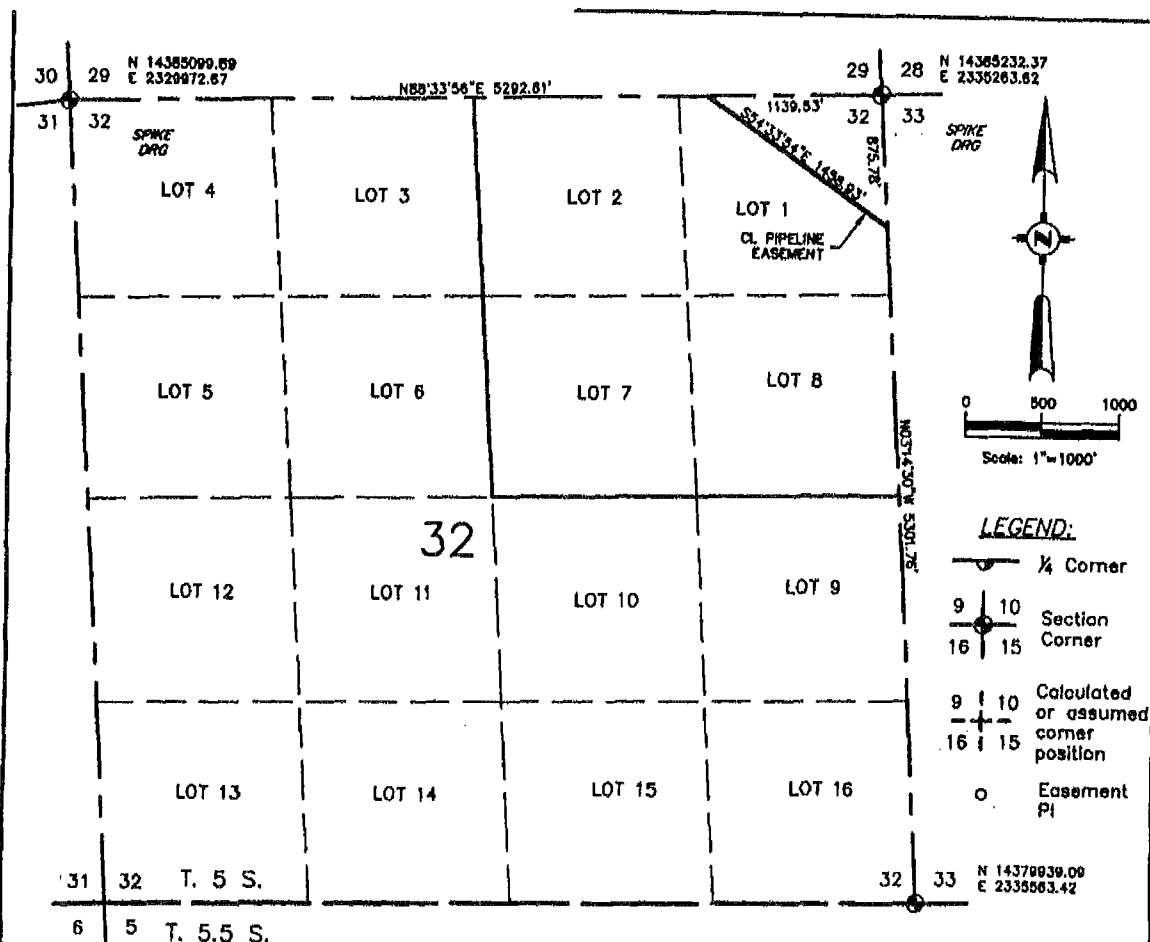
My Commission expires:



513503  
4 of 5

8/12/2003 10:00:00 AM BEVERLY A WENGER  
ROW R \$26.00 D \$0.00 Yuma County, CO

Exhibit "A"  
Page 2 of 3



1/2 MARY P. LIMING AND RICHARD A. LIMING, AS TRUSTEES OF THE MARY P. LIMING TRUST NO. 1, DATED JANUARY 1, 1994 AND 1/2 RICHARD LIMING AND MARY P. LIMING, AS TRUSTEES OF THE RICHARD A. LIMING TRUST NO. 1, DATED JANUARY 1, 1994

1458.93 FEET  
88.42 RODS  
1.875 ACRES

MAY 27 2003

### EASEMENT DESCRIPTION

A 50.00 foot easement for pipeline purposes across a portion of the Northeast Quarter (NE 1/4) of Section 32, Township 5 South, Range 46 West of the 6th P.M., Yuma County, Colorado as conveyed by deed in Book 454, Page 100, and recorded in the records of the Clerk and Recorder of said Yuma County. Said easement being 25.00 feet on each side of the following centerline:

Beginning at a point on the north line of said Northeast Quarter (NE 1/4) from which the northeast corner of said Section 32 bears N88°33'56"E a distance of 1139.53 feet; thence S54°33'54"E a distance of 1458.93 feet to the east line of said Northeast Quarter (NE 1/4) and the point of termination from which said northeast corner bears N03°14'30"W a distance of 875.78 feet.

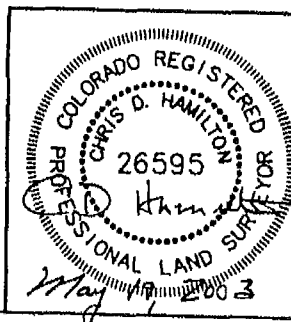
The sidelines of said easement to begin on the north line and end on the east line of said Northeast Quarter (NE 1/4).

### NOTES:

- 1.) DRAWING REFERENCED TO NAD83 DATUM-UTM ZONE 13 WEST.  
ALL DISTANCES SHOWN ARE GRID DISTANCES. COMBINED FACTOR=0.999954275.
- 2.) CLIENT REQUESTED RIGHTS-OF-WAY AND EASEMENTS NOT BE SHOWN.
- 3.) TITLE RESEARCH PROVIDED BY EL PASO CORPORATION LAND DEPARTMENT.
- 4.) EASEMENT CENTERLINE MAY NOT REPRESENT LOCATION OF PIPELINE AS CONSTRUCTED.
- 5.) THIS DRAWING IS NOT CERTIFIED UNLESS STAMPED, SIGNED AND DATED BY REGISTERED PROFESSIONAL LAND SURVEYOR.

### CERTIFICATE OF SURVEYOR

I, Chris Hamilton, Registered Professional Land Surveyor in the State of Colorado, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown. All other corners are assumed physical positions or calculated from record.



NO.	C.O. NO.	DESCRIPTION	DATE	BY	CHK	APPR.

### REVISIONS

**DE GRIFFIN & ASSOCIATES, INC.**  
1414 ELK STREET, ROCK SPRINGS, WY 82901  
PHONE (307) 362-5028 D.R.G. JOB # 8204



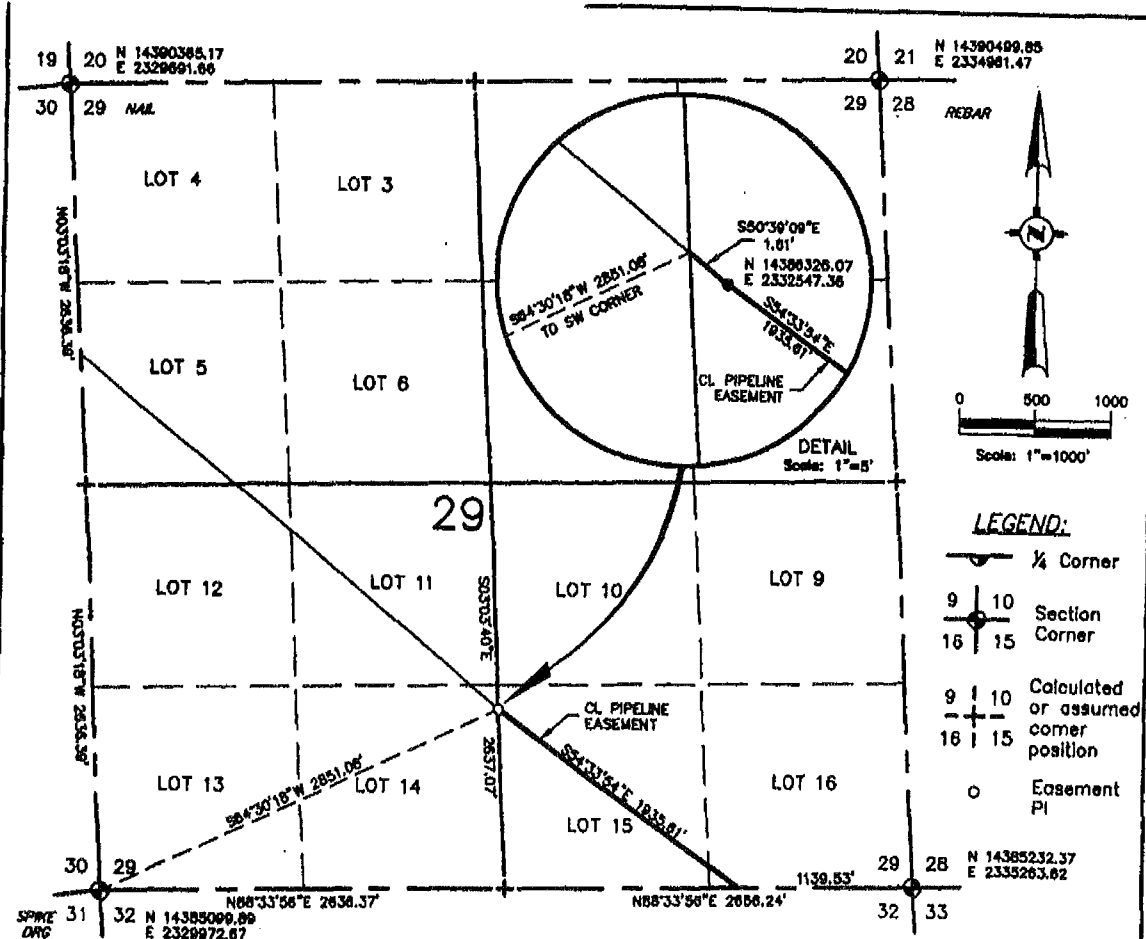
**Cheyenne Plains  
Gas Pipeline Company**  
an El Paso company

### LAND PLAT CHEYENNE PLAINS

1/2 MARY P. LIMING AND RICHARD A. LIMING, AS TRUSTEES OF THE MARY P. LIMING TRUST NO. 1, DATED JANUARY 1, 1994 AND 1/2 RICHARD LIMING AND MARY P. LIMING, AS TRUSTEES OF THE RICHARD A. LIMING TRUST NO. 1, DATED JANUARY 1, 1994  
SEC. 32, T5S, R46W, 6TH P.M., YUMA CO., CO.

SCALE: 1"=1000'	CHECK: MJA	0226-U-0351
DATE: 5-11-03	APPR: CDH	
DRAWN: KML	C.O. 037927	

SHEET 1 OF 1



**1/2 MARY P. LIMING AND RICHARD A. LIMING, AS TRUSTEES OF THE MARY P. LIMING TRUST NO. 1 AND 1/2 RICHARD LIMING AND MARY P. LIMING, AS TRUSTEES OF THE RICHARD A. LIMING TRUST NO. 1**

1937.22 FEET  
117.41 RODS  
2.224 ACRES

### EASEMENT DESCRIPTION

MAY 29 2003

A 50.00 foot easement for pipeline purposes across a portion of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 29, Township 5 South, Range 46 West of the 6th P.M., Yuma County, Colorado as conveyed by deed in 1935.61 feet on each side of the following centerline:

Beginning at a point on the west line of said Southeast Quarter (SE $\frac{1}{4}$ ) from which the southwest corner of said Section 29 bears S64°30'18"W a distance of 2851.08 feet; thence S50°39'09"E a distance of 1.61 feet; thence S54°33'54"E a distance of 1935.61 to the south line of the Southeast Quarter (SE $\frac{1}{4}$ ) and the point of termination from which said southeast corner of said Section 29 bears N88°33'56"E a distance of 1139.53 feet.

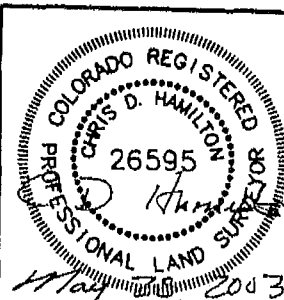
The sidelines of said easement to begin on the west line and end on the south line of said Southeast Quarter (SE $\frac{1}{4}$ ).

### NOTES:

- 1.) DRAWING REFERENCED TO NAD83 DATUM-UTM ZONE 13 WEST.  
ALL DISTANCES SHOWN ARE GRID DISTANCES. COMBINED FACTOR=0.999949021.
- 2.) CLIENT REQUESTED RIGHTS-OF-WAY AND EASEMENTS NOT BE SHOWN.
- 3.) TITLE RESEARCH PROVIDED BY EL PASO CORPORATION LAND DEPARTMENT.
- 4.) EASEMENT CENTERLINE MAY NOT REPRESENT LOCATION OF PIPELINE AS CONSTRUCTED.
- 5.) THIS DRAWING IS NOT CERTIFIED UNLESS STAMPED, SIGNED AND DATED BY REGISTERED PROFESSIONAL LAND SURVEYOR.

### CERTIFICATE OF SURVEYOR

I, Chris Hamilton, Registered Professional Land Surveyor in the State of Colorado, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown. All other corners are assumed physical positions or calculated from record.



NO	C.O. NO	DESCRIPTION	DATE	BY	CHK	APPR.

### REVISIONS

**DG GRIFFIN & ASSOCIATES, INC.**  
1414 ELK STREET, ROCK SPRINGS, WY 82801  
PHONE (307) 362-5028 D.R.G. JOB#-8204



**Cheyenne Plains Gas Pipeline Company**  
an El Paso company

### LAND PLAT CHEYENNE PLAINS

1/2 MARY P. LIMING AND RICHARD A. LIMING, AS TRUSTEES OF THE MARY P. LIMING TRUST NO. 1 AND 1/2 RICHARD LIMING AND MARY P. LIMING, AS TRUSTEES OF THE RICHARD A. LIMING TRUST NO. 1

SEC. 29, T5S, R46W, 6TH P.M., YUMA CO., CO.

SCALE: AS NOTED	CHECK: MJL
DATE: 5-15-03	APPR: CDH
DRAWN: KML	C.O. 037927

0226-U-0350

SHEET 1 OF 1



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

#### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 8<sup>th</sup> day of JUNE, 2022 (the "Effective Date") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("Owner"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("Developer"). Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:





1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.
2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.
3. Noninterference: Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.
4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.
5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]



IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

By: 

Name: Richard A. Liming

Title: Trustee

By: 

Name: Mary P. Liming

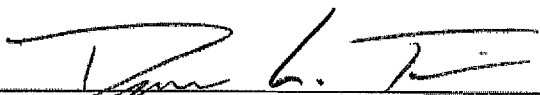
Title: Trustee

STATE OF Colorado )

COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

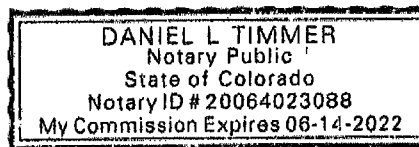
WITNESS my hand and official seal.



Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]



**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

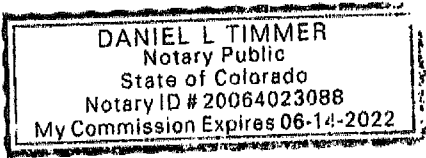
By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dan L. Timmer  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]



[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss

COUNTY OF SANTA BARBARA )

On June 08, 2022, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

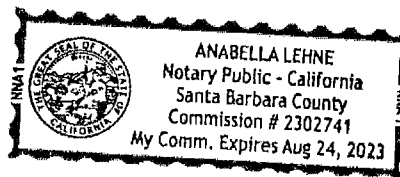
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Printed Name: Anabella Lehne

My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



## EXHIBIT A

### DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Yuma County, Colorado, described as follows:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section 13, Township 5 South, Range 47 West of the 6<sup>th</sup> P.M., in Yuma County, Colorado, LESS & EXCEPT a tract of land beginning at a point from which point the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13 bears North 45°00'E 490 feet, thence Northwesterly 530 feet to a point on the North side of said Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13 which is 750 feet West of the Northeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13, thence East 750 feet along the North side of said Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13 of the Northeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13, thence South 750 feet along the East side of said Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13, thence Northwesterly 530 feet to the point of beginning.

AND LESS & EXCEPT a parcel of land in the West Half (W $\frac{1}{2}$ ) of said Section 13 described as beginning at the West Quarter (W $\frac{1}{4}$ ) corner of said Section 13, thence North 0°01'10"E 83 feet; thence S89°58'50"E 528 feet, thence S0°01'10"W 248 feet, thence N89°58'50"W 528 feet, thence N0°01'10"E 165 feet to the point of beginning, being a total area of 3.01 acres.

Subject to all conveyances, restrictions or reservations of record, if any.

## THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 423

APPLICATION 17236

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Akron Colorado whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

David Frieseu has been established and duly consummated, in conformity to law, for the West half of the North East quarter and the West half of the South East quarter of section fourteen in Township four South of Range forty seven West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said David Frieseu the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said David Frieseu and to his 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, and there is reserved from the lands above described a right of way for the purpose of crossing the same for

In Testimony Whereof, I, Grover Cleveland, 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 nineteenth day of December, in the year of our Lord one thousand eight hundred and ninety-four, and of the Independence of the United States the one hundred and nineteenth year.

By the President:

Grover Cleveland

Recorded, Vol. 22

Page 237

J. P. Lamar

By M. McKean Secretary.

Recorder of the General Land Office.

Filed for Record the 31st day of January A. D. 1905, at 9 o'clock A. M.

J. P. Lamar

Recorder

By H. D. McKean Deputy.

## THE UNITED STATES OF AMERICA.

STERLING. 018883

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

*Blyde R. Pryor*

has been established and duly consummated, in conformity to law, for the *east half of the northeast quarter of Section eleven and the north west quarter of Section twelve in Township four south of Range forty seven west of the Sixth Principal meridian, Colorado, containing two hundred forty acres,*

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said claimant...the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant...and to the heirs and assigns of the said claimant...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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *Woodrow Wilson*, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *twenty-fourth* day of *November*, in the year of our Lord one thousand nine hundred and *nineteen* and of the Independence of the United States the one hundred and *forty-fourth*.

By THE PRESIDENT: *Woodrow Wilson*

By *M. C. Lee Roy* SECRETARY.

*L. E. G. Spenser*  
Recorder of the General Land Office.



Recorded: Patent Number *720728*

Filed for Record the *12th* day of *June*, A. D. 1922, at *10:45* o'clock *A.*M.

No. *127126*

*John Adcock* RECORDER.  
By *E. A. Rimbler* DEPUTY.



306473

Book 317, 521  
June 9, 1950  
9:00 A. M.

William C. Richards,  
to  
Y-W Electric Association.

RIGHT-OF-WAY EASEMENT.

Dated Apr. 14, 1950.  
Ack'd Apr. 14, 1950, before

William C. Harris, M. P.  
Washington County, Colo.

Seal.  
Commences Dec. 6, 1952.

the right to enter upon the lands described as follows:  
S $\frac{1}{2}$  Sec. 11, Tp. 4 S., R. 47 W.

and to construct, operate and maintain on the above described land and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above named lands at the Cooperative's expense shall remain the property of the Cooperative, removal at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above land and that same is free and clear of encumbrances, Except:

Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

114 A CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of Yuma } ss.  
I, Margie Evestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A.D. 19 75, at 9:00 o'clock A.M.  
Margie Evestone, Deputy  
COUNTY CLERK AND RECORDER

STATE OF COLORADO,  
County of Yuma } ss.  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16, 19 75.  
Record No. 499 Page No. 156A  
By Margie Evestone Deputy  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396498

Recorded June 7, 1977 at 2:15 P.M. Akron, Colorado

Reception 402878 Gary E. Stone, Recorder CONTRACT AND GRANT OF EASEMENT

Contract No. 3

This contract, made this 3rd day of June, 19 77, by and between the Y-W Electric Association, Inc., of Akron, Colorado, hereinafter referred to as Association and Richard Liming hereinafter referred to as Vendor.

Witnesseth: The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the Association, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures, and devices, used or useful in the operation of said line, through, over and across the following described land situated in Yuma County.

State of Colorado, to wit: SW $\frac{1}{4}$  of Section 11, Township 4S, Range 47W West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows: Beginning at a point approximately 42 feet north of the center of the road and apparent SW corner of the described section, thence easterly to a point approximately 38 feet north of the center of the road and apparent south quarter corner of the described section, a distance of  $\frac{1}{2}$  mile. (The center line described above is 6' 3" north of the existing transmission line center line) and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet of either side of the hereinabove described center line, except that the Association shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the Association or the use thereof. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine. The Association shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the Association agrees to pay Vendor the sum of Three Hundred Twenty dollars (\$10 - \$100 per pole. Payments for poles added on this date.

It is further agreed that the Vendor shall be compensated for actual crop damage or destruction which may be caused by the original construction or maintenance of said transmission line in an amount not to exceed Negotiable dollars ( ) per acre.

It is understood that the Vendor shall submit to the Association an itemized claim for crop damage to be appraised by a committee composed of one farmer, one businessman, and one member of the Board of Directors of the Association, all living in Yuma County, who shall determine the extent of damage suffered and the amount of compensation to be paid hereunder.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

## CERTIFICATE OF ACKNOWLEDGMENT

State of ColoradoCounty of WashingtonBy Engineer J. Bishop  
Y-W Electric Association, Inc.Richard Liming  
VendorRichard Liming  
Vendor

Personally came before me this 3rd day of June, 19 77, the above named Richard Liming to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires February 9, 1981Engineer J. Bishop  
Notary Public

52 No. 32405



THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 1554 }  
APPLICATION 2288 }

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of John Hall has been established and duly consummated, in conformity to law, for the Lots numbered One and Two and the East half of the North West quarter of Section Eighteen in Township Four South of Range forty six West of the sixth Principal Meridian in Colorado containing one hundred and sixty one acres and twelve hundredths of an acre

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said John Hall the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said John Hall and to his 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. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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

GIVEN under my hand, at the City of Washington, the twenty fourth day of October, in the year of our Lord one thousand nine hundred and six and of the Independence of the United States the one hundred and thirty first.

By the President: T. Roosevelt

By F. M. McKean Secretary.

Recorded, Colorado Vol. 144

Page 486

Q. H. Brush Recorder of the General Land Office.

Filed for Record the 18 day of May A. D. 1906, at 8:30 o'clock A.M.

John F. Abbott Recorder.  
By John F. Abbott Deputy.



THE UNITED STATES OF AMERICA.

*Sterling 07503* To all to Whom these Presents shall come, GREETING:

Homestead-Certificate No. ....

APPLICATION .....

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Sterling*, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of *Frank P. Benjamin* has been established and duly consummated, in conformity to law, for the *Southwest quarter, the south half of the Northwest quarter, and the west half of the Northeast quarter of Section Eleven in Township Four South of Range Forty seven West of the Sixth Principal Meridian, Colorado, containing three hundred twenty acres*

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said *Claimant* the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said *Claimant* and to *the 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. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

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



GIVEN under my hand, at the City of Washington, the *twenty-first* day of *May*, in the year of our Lord one thousand nine hundred and *thirteen*, and of the Independence of the United States the one hundred and *thirty-seventh*.

By the President: *Woodrow Wilson* By *M. P. Le Roy* Secretary.

Recorded, Colorado Vol. *Patent Number 335723* By *A. M. Sanford* Recorder of the General Land Office.

Filed for Record the *5* day of *August* A. D. 191*3*, at *8<sup>00</sup>* o'clock *A.*M. By *Harry M. McKinnis* Deputy.



## THE UNITED STATES OF AMERICA.

STERLING 04574 and 012317

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Charles J. Miller has been established and duly consummated, in conformity to law, for the Southeast quarter and the Northeast quarter of Section Twelve in Township Four South, Range Forty-seven west of the Sixth Principal Meridian, Colorado, containing three hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That there is, therefore granted by the United States unto the said claimant... the tract of Land above described; To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant... and to the heirs and assigns of the said claimant... 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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Woodrow Wilson 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 fourth day of November, in the year of our Lord one thousand nine hundred and thirteen and of the Independence of the United States the one hundred and thirty-eighth

By the President: Woodrow Wilson

By M. P. LeRoy Secretary.

U. S. C. Lamar  
Recorder of the General Land Office.

Recorded: Patent No. 363743

Filed for Record the 10th day of January A. D. 1914, at 10.30 o'clock A. M.

Harry M. McKinney Recorder.

By Deputy.

## THE UNITED STATES OF AMERICA.

STERLING 93 1/2

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

*John D. Mullins* has been established and duly consummated, in conformity to law, for the

*southeast quarter of section eleven and the southeast quarter of section twelve in township four south of range forty seven west of the Sixth Principal Meridian Colorado, containing three hundred twenty acres*

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That there is, therefore granted by the United States unto the said claimant... the tract of Land above described; To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant... and to the heirs and assigns of the said claimant... 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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *Woodrow Wilson* 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 *tenth* day of *February*, in the year of our Lord one thousand nine hundred and *fifteen* and of the Independence of the United States the one hundred and *thirty seventh*.



BY THE PRESIDENT:

BY *M. R. L. Roper* SECRETARY.

*John D. Russell*  
Acting Recorder of the General Land Office.

Recorded: Patent No. *48,731.2*

Filed for Record the *28* day of *April* A. D. 191*6*, at *1:30* o'clock *P.*M.

*Henry M. McChesney* RECORDER.  
By *Emma F. Williams* DEPUTY.



THE UNITED STATES OF AMERICA.

STERLING. 018883

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

*Calylee R. Pryor*

has been established and duly consummated, in conformity to law, for the *east half of the northeast quarter of Section eleven and the north west quarter of Section twelve, in Township four south of Range forty seven west of the Sixth Principal Meridian, Colorado, containing two hundred forty acres,*

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said claimant...the tract of Land above described; To HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant...and to the heirs and assigns of the said claimant...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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *Woodrow Wilson* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given Under my hand, at the City of Washington, the *twenty-fourth* day of *November*, in the year of our Lord one thousand nine hundred and *nineteen* and of the Independence of the United States the one hundred and *forty-fourth*.

BY THE PRESIDENT: *Woodrow Wilson*

By *M. C. Lee Roy* SECRETARY.

*L. D. E. Graham*  
Recorder of the General Land Office.



Recorded: Patent Number *720723*

Filed for Record the *12th* day of *June* A. D. 1922, at *10:45* o'clock *A.* M.

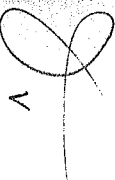
*John Adcock* RECORDER.

No. *127126*

By *E. Adcock* DEPUTY.

# 288100

Book 290, 47  
Dec. 4, 1945  
8:00 A. M.

  
v

THE FEDERAL LAND BANK OF  
WICHITA,  
By R. H. Jones, V-Pres.;  
Attest: J. A. Garrico,  
Asst. Secy. SEAL,

to

Kate B. Bowman.

Corp. Spec. Warranty Deed. \$1700.00  
Dated Oct. 18, 1945.  
Ack'd Oct. 18, 1945, before  
Lois Howard, N. P.  
Sedgwick County, Kansas. Seal.  
Com. expires Apr. 1, 1946.  
W<sup>1</sup>/<sub>2</sub> Sec. 12, Tp. 4 S., R. 47 W.,  
6th P. M., 320 acres, M. or L.

Subject to any unreleased oil and gas leases of record.  
Subject to any existing rights of way for highways or ditches.  
Subject to any reservations or exceptions in patent, if any.  
Excepting and reserving unto party of the first part, its successor,  
and assigns and undiv. 1/2 of all oil, gas and other minerals, and  
mineral rights, in, upon and under said real estate.  
Subject to taxes, assessments and any and all other charges levied  
or assessed against said real estate for the year 1940 and subse-  
quent years;

306460

Book 317, 508  
June 9, 1950  
9:00 A. M.

C. C. Jarrett,

to

Y-W Electric Association.

RIGHT-OF-WAY EASEMENT.

Dated Apr. 18, 1950

Ack'd Apr. 18, 1950, before

William C. Harris, N. P.

Washington County, Colo. Seal.

Com. expires Dec. 6, 1952.

...the right to enter upon the lands described as follows:-

SW  $\frac{1}{4}$  Sec. 12, Tp. 4 S., R. 47 W.

and to construct, operate and maintain on the above described land and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above named lands at the Cooperative's expense shall remain the property of the Cooperative, removal at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above land and that same is free and clear of encumbrances, Except:

BOOK 318 PAGE 17 RIGHT-OF-WAY EASEMENT

Line No.

Easement No.

Charles Richards Stratton, Nebraska

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

Charles Richards

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Y-W Electric Association

a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Akron, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of

Yuma, State of Colorado, and more particularly described as follows:

SE 1/4 SEC 12 T 4 S. R 47 W.

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

(over)

THIS DEED, made this 8th day of March, in the year of our Lord One Thousand Nine Hundred and Fifty-five, between G. C. JARRETT and IDA ALTA JARRETT, both of the County of Yuma and State of Colorado, of the First Part, and WILLIAM C. RICHARDS and GERALDINE RICHARDS, Husband and Wife, both of the County of Yuma and 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 AND OTHER GOOD AND VALUABLE CONSIDERATIONS 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 lot or parcel of land, situate, lying and being in the County of Yuma and State of Colorado, to-wit:



The West Half (W $\frac{1}{2}$ ) of Section Twelve (12), in Township Four (4) South, of Range Forty-seven (47) West of the Sixth Principal Meridian; EXCEPTING and RESERVING all oil, gas, and other minerals in and under, and that may be produced from the above described lands, together with the right of ingress and egress for the purpose of exploration, mining, development, and removal of such oil, gas or other minerals, and for the purpose of this reservation; SUBJECT also to the burden of the Yuma County Fire Protection District, and to existing easements or rights of way for public highways, telephone lines, and lines for the transmission of electricity; and to the taxes levied and assessed for the year 1955, and due and payable in 1956;

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 ensembling 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, except those hereinabove specifically mentioned; 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.

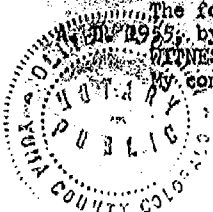
It is the intent and purpose of the Grantors herein to release, waive, and relinquish any and all rights, interests, liens, and exemptions of every kind or nature arising from or created by the making of that certain Marginal Homestead Entry by Ida Alta Jarrett, one of the Grantors herein, on October 11, 1954, and appearing on the margin of the record of that certain Warranty Deed from Kate B. Bowman to G. C. Jarrett in Book 297 at Page 148 of the records of the office of the County Clerk and Recorder of Yuma County, Colorado.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

STATE OF COLORADO }  
COUNTY OF YUMA } SS.

*G. C. Jarrett* (SEAL)  
*Ida Alta Jarrett* (SEAL)

The foregoing instrument was acknowledged before me this 8th day of March, 1955, by G. C. JARRETT and IDA ALTA JARRETT, Grantors.  
WITNESS my hand and official seal.



*William C. Richards*  
NOTARY PUBLIC

EASEMENT

Recorded Jan. 21, 1974 at 8:30 O'Clock A.M.

Reception 390901 S. R. ALLISON, Recorder

WHEREAS, DEAN V. THOMPSON, WILLIAM B. THOMPSON, DONALD M. THOMPSON, and EVELYN LOUISE IDLER, hereinafter called parties of the First Part, are the owners of the following described real property situated in the County of Yuma, State of Colorado, to-wit:

Township 4 South, Range 47, West of the 6th P.M.  
Section 1: All;

and

WHEREAS, WILLIAM C. RICHARDS and GERALDINE RICHARDS, hereinafter called parties of the Second Part, are the owners of the following described real property situated in the County of Yuma, State of Colorado, to-wit:

Township 4 South, Range 47, West of the 6th P.M.  
Section 12: W $\frac{1}{2}$ ;

and

WHEREAS, first parties have no access to their property above described, except over the above described property of the second parties, and parties of the second part agree to grant to the parties of the first part a way of ingress and egress to their property above described; therefore

WITNESSETH

FOR AND IN consideration of the sum of \$1.00 and other good and valuable considerations, parties of the second part hereby sell, assign and convey to the parties of the first part, a perpetual right of way of ingress and egress to the following described property situated in the County of Yuma, State of Colorado, to-wit:

Township 4 South, Range 47, West of the 6th P.M.  
Section 1: All;

30 feet in width along the west side of the following described real property to-wit:

Township 4 South, Range 47, West of the 6th P.M.  
Section 12: W $\frac{1}{2}$ ;

The provisions hereof shall be binding upon the parties hereto, their heirs, executors, administrators, and assigns, and shall run with all of the above described real property.

Dated this 14<sup>th</sup> day of December, 1973.

Dean V. Thompson  
Dean V. Thompson  
William B. Thompson  
William B. Thompson  
Donald M. Thompson  
Donald M. Thompson  
Evelyn Louise Idler  
Evelyn Louise Idler - Parties of the First Part.

William C. Richards  
William C. Richards  
Geraldine Richards  
Geraldine Richards - Parties of the Second Part.

STATE  
DOCUMENTARY FEE 0 DOLS 00 CTS



STATE OF COLORADO )  
COUNTY OF YUMA ) SS

BOOK 484 PAGE 88

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of

DECEMBER, 1973, by Dean V. Thompson, William B. Thompson, Donald M. Thompson, and Evelyn Louise Idler, parties of the first part and William C. Richards and Geraldine Richards, parties of the second part.

Witness my hand and official seal.

My Commission expires: November 1, 1975.

*Joseph T. Callahan*  
Notary Public

GRUTTER & CALLAHAN  
ATTORNEYS AT LAW  
WYATT, COLORADO

STATE OF COLORADO )  
COUNTY OF YUMA ) ss  
Instrument was filed for  
rec. January 21 8:30 o'clock A M.  
19 74 and  
By *Margaret J. Idler* Deputy  
D. B. Callahan  
F. J. Idler  
Fees \$ 4.00  
-0- doc fee

DONALD M. THOMPSON, ETAL

WILLIAM C. RICHARDS, ETAL  
TO

390901  
EASEMENT

Recorded June 12, 1975 4:00 P M

Reception 395117 Gary E. Stone, Recorder  
WARRANTY DEED

BOOK 485 PAGE 345

LOIS B. SPELLMAN and ELDON T. SPELLMAN, her husband of Wray, Colorado; RAY R. RICHARDS and VIOLET RICHARDS, his wife, of Kirk, Colorado; WILLIAM C. RICHARDS and GERALDINE A. RICHARDS, his wife, of Yuma, Colorado; PAUL RICHARDS and LEAH RICHARDS, his wife, of Yuma, Colorado; LILLIE F. THOMPSON and DEAN V. THOMPSON, her husband, of Joes, Colorado, of the County of Yuma, State of Colorado and EDWARD B. RICHARDS and LORETTA RICHARDS, his wife of the County of Washoe and State of Nevada, and each husband or wife, identified as such, hereby gives his or her full and informed consent to this conveyance, for the considerations of Ten Dollars and other good and valuable considerations -- DOLLARS, in hand paid, hereby sells and conveys to Richard Allen Liming a/k/a Richard A. Liming and Mary Pauline Liming a/k/a Mary P. Liming, husband and wife, not as Tenants in Common, but in Joint Tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever whose address is Kirk

County of Yuma and State of Colorado, the following real property in the County of Yuma and State of Colorado, to-wit:

TOWNSHIP 4 SOUTH, RANGE 46, WEST OF THE 6th P.M.  
Section 18: NW $\frac{1}{4}$ ;

TOWNSHIP 4 SOUTH, RANGE 47 WEST OF THE 6th P.M.  
Section 12: E $\frac{1}{2}$ ;

SUBJECT TO all existing roads and public highways, established easements, and oil, gas and mineral reservations and conveyances of record, also burdens of existing fire protection district, soil conservation districts, and any other improvement districts. As to any oil, gas, or other mineral rights, whether metallic or non-metallic, now owned by the Grantors, in, on, or under the above described property, said Grantors expressly excepts and reserves an undivided 1/2 of the 1/8 royalty interest in and to all 8/8 of such oil, gas and other minerals now owned by said Grantor, in on and under and that may be procured and saved from the lands hereinabove described, to be delivered to the credit of said Grantor herein, free and clear of cost into the pipe line or other receptacles into which said oil, gas or other minerals are delivered. Provided however, that in the event the royalty interest provided for in any future leases shall be greater or less than 1/8, said Grantor shall own and hold and be entitled to receive an undivided 1/2 of said royalty interest and of any production bonuses, overriding royalties and other payment out of production that may be provided for the benefit of the holder of the exclusive leasing privilege. This reservation shall be for a term of 25 years from date of the sale, and (if oil, gas or any minerals are being produced at the end of such term) as long thereafter as such minerals continue to be produced in paying quantities.

with all its appurtenances, and warrants the title to the same.

Signed this 23rd day of February, 1975.

Lois B. Spellman  
Lois B. Spellman  
Eldon T. Spellman  
Eldon T. Spellman  
Ray R. Richards  
Ray R. Richards  
Violet Richards  
Violet Richards  
William C. Richards  
William C. Richards  
Geraldine A. Richards  
Geraldine A. Richards

Paul Richards  
Paul Richards  
Leah Richards  
Leah Richards  
Lillie F. Thompson  
Lillie F. Thompson  
Dean V. Thompson  
Dean V. Thompson  
Edward B. Richards  
Edward B. Richards  
Loretta Richards  
Loretta Richards

STATE  
DOCUMENTARY FEE \$50.32 CTS

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF Y U M A )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 1975 by Lois B. Spellman and Eldon T. Spellman, husband and wife, and the foregoing consent was separately acknowledged by the said Eldon T. Spellman.

Witness my hand and official seal.

My Commission expires: Nov. 1, 1975

Joseph T. Callahan  
 NOTARY PUBLIC

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF Y U M A )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Feb., 1975 by Ray R. Richards and Violet Richards, husband and wife, and the foregoing consent was separately acknowledged by the said Violet Richards.

Witness my hand and official seal.

My Commission expires: My Commission Expires  
October 6, 1977

Danell G. Idler  
 NOTARY PUBLIC

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF Y U M A )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Feb., 1975 by William C. Richards and Geraldine A. Richards, husband and wife, and the foregoing consent was separately acknowledged by the said Geraldine A. Richards.

Witness my hand and official seal.

My Commission expires: My Commission Expires  
October 6, 1977

Danell G. Idler  
 NOTARY PUBLIC

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF Y U M A )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Feb., 1975 by Paul Richards and Leah Richards, husband and wife, and the foregoing consent was separately acknowledged by the said Leah Richards.

Witness my hand and official seal.

My Commission expires: My Commission Expires  
October 6, 1977

Danell G. Idler  
 NOTARY PUBLIC

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF YUMA )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Feb., 1975 by Lillie F. Thompson and Dean V. Thompson, husband and wife and the foregoing consent was separately acknowledged by the said Dean V. Thompson.

Witness my hand and official seal.

My Commission expires: My Commission Expires  
October 6, 1977

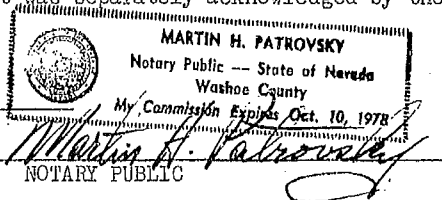
Danell G. Idler  
 NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss.

BOOK 495 PAGE 347

The foregoing instrument was acknowledged before me this 27<sup>TH</sup> day of FEBRUARY, 1975 by Edward B. Richards and Loretta Richards, husband and wife and the foregoing consent was separately acknowledged by the said Loretta Richards.

Witness my hand and official seal.  
My Commission expires: \_\_\_\_\_



Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal

110 A CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of YUMA } ss.  
I, Margie Eyestone, Deputy County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book-3 Pages 65-66-----  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 1975, at 9:00 o'clock A. M.  
*Margie Eyestone, Deputy*  
COUNTY CLERK AND RECORDER

STATE OF COLORADO,  
County of YUMA } ss.  
I hereby certify that this instrument was  
for record in my office at 9:00 o'clock  
October 16 1975.  
19.75  
499 Page No.  
By *Margie Eyestone* Recorder  
Deputy  
Fees \$ 2.00 pd

THE PUBLIC

TO

BOARD OF YUMA COUNTY COMMISSIONERS

ORDER

396490



Y-W ELECTRIC ASSOCIATION, INC.  
Recorded June 7, 1977 at 2:15 P.M. Akron, Colorado  
Contract No. 402877

BOOK 514 PAGE 610

Contract No. 2

CONTRACT AND GRANT OF EASEMENT

This contract, made this 3rd day of June, 19 77, by and between the Y-W Electric Association, Inc., of Akron, Colorado, hereinafter referred to as Association and Richard Liming hereinafter referred to as Vendor.

Witnesseth: The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the Association, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures, and devices, used or useful in the operation of said line, through, over and across the following described land situated in Yuma County.

State of Colorado, to wit: SW $\frac{1}{4}$  of Section 12, Township 4S, Range 47W West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows: Beginning at a point approximately 41 feet north of the center of the road and apparent SW section corner of the described section, thence easterly to a point approximately 42 feet north of the center of the road and apparent south quarter corner, a distance of  $\frac{1}{2}$  mile. (The center line described above is 6'-3" north of the existing transmission line center line).

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet of either side of the hereinabove described center line, except that the Association shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the Association or the use thereof. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine. The Association shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the Association agrees to pay Vendor the sum of One Hundred Fifty dollars (\$ 25.00 ) per pole. Payments for poles added on this date.

It is further agreed that the Vendor shall be compensated for actual crop damage or destruction which may be caused by the original construction or maintenance of said transmission line in an amount not to exceed negotiable dollars ( ) per acre.

It is understood that the Vendor shall submit to the Association an itemized claim for crop damage to be appraised by a committee composed of one farmer, one businessman, and one member of the Board of Directors of the Association, all living in Yuma County, who shall determine the extent of damage suffered and the amount of compensation to be paid hereunder.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

By Ernest L. Bunker  
Y-W Electric Association, Inc.

CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Washington

Richard Liming  
Vendor

Richard Liming  
Vendor

Personally came before me this 3rd day of June, 19 77, the above named Richard Liming to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires February 9, 1981

Ernest L. Bunker  
Notary Public

Recorded June 7, 1977 at 2:15 P M O'Clock in Akron, Colorado

Contract No. 4

Reception 402872 Gary E. Stone, Recorder CONTRACT AND GRANT OF EASEMENT

This contract, made this 3rd day of June, 19 77, by and between the Y-W Electric Association, Inc., of Akron, Colorado, hereinafter referred to as Association and Richard A. Liming R.A. Liming hereinafter referred to as Vendor.

Witnesseth: The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the Association, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures, and devices, used or useful in the operation of said line, through, over and across the following described land situated in Yuma County.

State of Colorado, to wit: SE 1/4 of Section 12, Township 4S, Range 47W West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows: Beginning at a point approximately 42 feet north of the center of the road and apparent south quarter corner of the described section, thence easterly approximately 225 feet to a point approximately 42 feet north of the center of the road and apparent south section line of the described section.

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet of either side of the hereinabove described center line, except that the Association shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the Association or the use thereof. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine. The Association shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the Association agrees to pay Vendor the sum of One Hundred dollars (\$100.00) per hole. Payments for poles added on this date.

It is further agreed that the Vendor shall be compensated for actual crop damage or destruction which may be caused by the original construction or maintenance of said transmission line is an amount not to exceed negotiable dollars (\$) per acre.

It is understood that the Vendor shall submit to the Association an itemized claim for crop damage to be appraised by a committee composed of one farmer, one businessman, and one member of the Board of Directors of the Association, all living in Yuma County, who shall determine the extent of damage suffered and the amount of compensation to be paid hereunder.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

## CERTIFICATE OF ACKNOWLEDGMENT

State of ColoradoCounty of WashingtonBy Eugene L. Bishop  
Y-W Electric Association, Inc.Richard A. Liming  
VendorRichard A. Liming  
Vendor

Personally came before me this 3rd day of June, 19 77, the above named Richard A. Liming to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires February 9, 1981Eugene L. Bishop  
Notary Public Eugene L. Bishop

Akron, Colorado

Contract No. 6

CONTRACT AND GRANT OF EASEMENT

This contract, made this 7th day of December, 1982, by and between the Y-W Electric Association, Inc., of Akron, Colorado, hereinafter referred to as Association and Richard A. and Mary P. Liming hereinafter referred to as Vendor.

Witnesseth: The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the Association, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with full poles, cross arms, cables, wires, guys, supports, fixtures, and devices, used or useful in the operating of said line, through, over and across the following described land situated in Yuma County.

State of Colorado, to wit: SE 1/4 of Section 12 Township 4 South Range 47 West West of the 6th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said land shall be as follows: Beginning at a point approximately 42 feet north and 225 feet east of the apparent south quarter of the said section 12, thence easterly to a point on the east line of the SE 1/4 of said section 12 approximately 44 feet north of the apparent SE corner of said section 12. (The centerline described is 6' 3" north of the existing transmission line center line).

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet of either side of the hereinabove described center line, except that the Association shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the Association or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The Association shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines converging any part of the above described land.

5. As complete consideration for the above grant of easement, the Association agrees to pay the Vendor the sum of Four Hundred & No/100----- dollars (4 @ \$100.00)

It is further agreed that the Vendor shall be compensated for actual damage or destruction which may be caused by the original construction of said transmission line. It is understood that the Vendor shall submit to the Association an itemized claim for crop damage. If the Association does not agree to the amount the claim submitted, then the claim will be arbitrated by a committee composed of one farmer, one businessman, and one member of the Board of Directors of the Association, all living in Yuma County, who shall determine the extent of damage suffered and the amount of compensation to be paid hereunder.

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

By Richard A. Liming  
Y-W Electric Association, Inc.

CERTIFICATE OF ACKNOWLEDGMENT

State of Colorado

County of Washington

Vendor - Richard A. Liming

Vendor - Mary P. Liming

Personally came before me this 7 day of December, 1982 the above named Richard and Mary Liming to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires 2-9-85

Eugene J. Bishop  
Notary Public





(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 8<sup>th</sup> day of June, 2022 (the "**Effective Date**") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("**Owner**"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.
2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.
3. Noninterference; Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.
4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.
5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]



IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

By: 

Name: Richard A. Liming

Title: Trustee

By: 

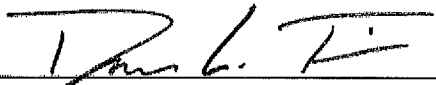
Name: Mary P. Liming

Title: Trustee

STATE OF Colorado )  
 ) ss  
COUNTY OF Yuma )

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

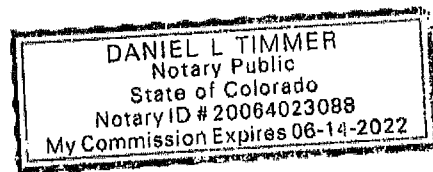
WITNESS my hand and official seal.



Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]





**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

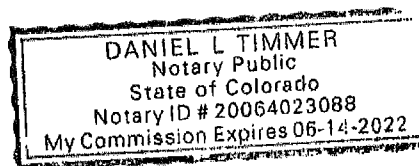
By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dan L. Timmer  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]



[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss

COUNTY OF SANTA BARBARA )

On June 08, 2022 before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

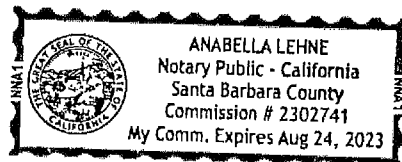
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Printed Name: Anabella Lehne

My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



## **EXHIBIT A**

### **DESCRIPTION OF OWNER'S PROPERTY**

Real property situated in Yuma County, Colorado, described as follows:

All of Section 12, Township 4 South, Range 47 West of the 6<sup>th</sup> P.M.

The Southwest Quarter (SW $\frac{1}{4}$ ), and the South Half of the North Half (S $\frac{1}{2}$ N $\frac{1}{2}$ ) of Section 11, Township 4 South, Range 47 West of the 6<sup>th</sup> P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 8<sup>th</sup> day of June, 2022 (the "**Effective Date**") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("**Owner**"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Noninterference; Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

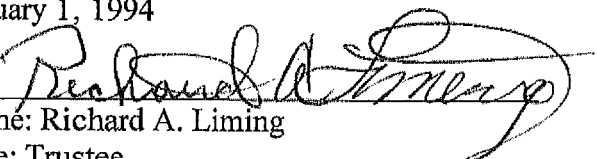
5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

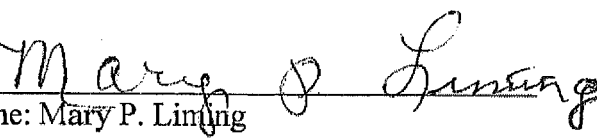
[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

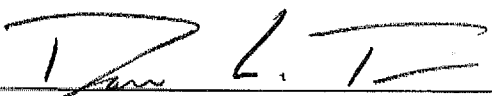
By:   
Name: Richard A. Liming  
Title: Trustee

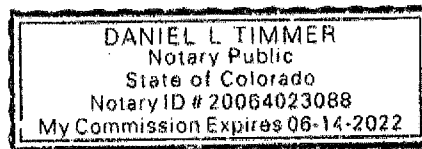
By:   
Name: Mary P. Liming  
Title: Trustee

STATE OF Colorado )  
 ) ss  
COUNTY OF Yuma )

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]



**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming

Title: Trustee

By: Richard A. Liming  
Name: Richard A. Liming

Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

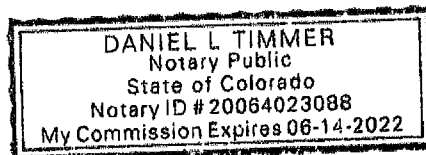
WITNESS my hand and official seal.

Dan L. Timmer

Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]





[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

)

) ss

COUNTY OF SANTA BARBARA )

On June 08, 2022, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

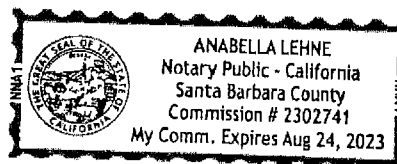
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Printed Name: Anabella Lehne

My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



00584943 6/16/2022 11:14 AM  
Yuma County Recorder, BEVERLY WENGER Page 6 of 6  
EASE R 35.00 S 1.00 ST 2.00 D 0.00

## **EXHIBIT A**

### **DESCRIPTION OF OWNER'S PROPERTY**

Real property situated in Yuma County, Colorado, described as follows:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section 18, Township 4 South, Range 46 West of the 6<sup>th</sup> P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

## THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. 1513

APPLICATION 445

Whereas, There has been deposited in the General La

United States a Certificate of the Register of the Land Office at Akron

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

David W. Zimmerman has been established and duly consummated, in conformity to law, for the Lots numbered ten, eleven, fourteen and fifteen of Section Seven

in Township Five South of Range Forty Six West of the Sixth Principal Meridian in Colorado, containing one hundred and fifty nine acres and seventy nine hundredths of an acre,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said

David W. Zimmerman

the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said

David W. Zimmerman

and to his 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. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William McKinley, 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 eleventh day of May, in the year of our Lord one thousand nine hundred and, and of the Independence of the United States the one hundred and twenty fourth

By the President: William McKinley,

By F. M. McKean Secretary.

Recorded, Colorado Vol. 52

Page 116

C. H. Brush,

Recorder of the General Land Office.

Filed for Record the 21st day of October A. D. 1913, at 2.30 o'clock A. M.

Harry M. McKinsey, Recorder.

By Deputy.

Parcels  
#3A &  
#3B



THE UNITED STATES OF AMERICA.

STERLING 83945

To all to Whom these Presents shall come, GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Sterling, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

William B. Bellman has been established and duly consummated, in conformity to law, for the

West half of the southwest quarter of Section eighteen and the east half of the southeast quarter of Section nineteen Township five South of Range fourteen West of the Sixth Principal Meridian, Colorado, containing five hundred and fifty five and five hundredths acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That there is, therefore granted by the United States unto the said claimant the tract of Land above described; To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and ascertained 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 there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, William McKinley, 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 twentieth day of March, in the year of our Lord one thousand nine hundred and fourteenth and of the Independence of the United States the one hundred and thirty eighth.



By THE PRESIDENT: William McKinley

By M. C. Leary, SECRETARY.

L. D. G. Bennett, Recorder of the General Land Office.

Recorded: Patent No. 378204

Filed for Record the 17 day of Sept. A. D. 1904, at 8 o'clock P. M.

Wm. M. McManis, RECORDER.

By E. H. Williams, DEPUTY.

Page 361

William J. Melton,

PATENT

Page 361

5 W.

ME Dec 12-50-47 W. & data 3-4-5-6-Dec 7-  
50-46 W. 322, 56 A.

Sept 11-1915.

Date March 17-1914

Page 362

SENT TO

Robert W. Stanton,

PATENT

Page 362

30 A.

ME- 1/2 ME & 1/2 ME Dec 22-37-46 W. 320 A.

5-1915

Sept 13-1915.

Date March 24-1913.



**This Deed**, Made this 19th day of August in the year of our Lord one thousand nine hundred and fifty-two between ROSCOE K. HUTTON, of the County of Yuma and State of Colorado, of the first part, and CHARLES L. BRENNER, HARVEY BRENNER and RAYMOND C. BRENNER, all of the County of Yuma 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 TWENTY THOUSAND AND NO/100 DOLLARS of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described lots or parcel of land, situate, lying and being in the County of Yuma and State of Colorado, to-wit:

Lots Three (3), Four (4), Five (5), Six (6), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), of Section Seven (7) (also sometimes described as the West Half (W<sup>1</sup>/<sub>2</sub>) of said Section Seven); and Lot Ten (10) and Fifteen (15) of said Section Seven (7); (also described as the West Half (W<sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of said Section Seven (7); all in Township Five (5) South, of Range Forty-six (46), of West of the Sixth Principal Meridian; and

EXCEPTING AND RESERVING unto the said party of the first part an undivided one-half interest in and to all oil, gas, and other minerals, and in and to all oil, gas and mineral rights, in, upon, and under the lands above described, and in and to all royalties, rentals, and bonuses, arising therefrom, with the right of ingress and egress, to and from said lands, and to use so much of the surface thereof as may be reasonable for the purpose of exploring, drilling, mining, extracting, and removing the oil, gas and other minerals thereon and thereunder;

SUBJECT to burden of the Yuma County Fire Protection District and to existing easements or rights of way for public highways, telephone lines, and lines for the transmission of electricity;

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, their heirs and assigns forever. And the said party of the first part, for him self and his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, and their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and 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 as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, subject to the reservation above set forth and subject to the 1952 taxes, due and payable in 1953, which grantees herein assume and agree to pay; and subject to the burdens, easements and rights of way above mentioned;

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

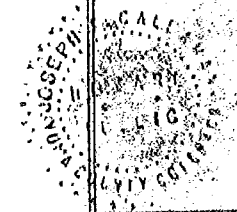
Signed, Sealed and Delivered in Presence of

*Roscoe K. Hutton*



STATE OF COLORADO. }  
County of YUMA }  
acknowledged before me this 19th day of August, 1952  
by ROSCOE K. HUTTON, grantor  
Witness my hand and official seal  
My commission expires Nov. 26, 1955.

*James T. Callahan*  
Notary Public.



**This Deed**, Made this **20th** day of **January** in the year of our Lord

one thousand nine hundred and **fifty-three** Between **CHARLES L. BRENNER, HARVEY BRENNER AND RAYMOND C. BRENNER, all**  
of the County of **Yuma** and State of Colorado, of the first part, and  
**JOHNIE GRANT and EDDIE GRANT, husband and wife, both**  
of the County of **Yuma** and 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** and other good and 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 survivors of them, their assigns and the heirs and assigns of each survivor forever, all the following  
described lot or parcel of land, situate, lying and being in the County of **Yuma** and State  
of Colorado, to-wit: Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen  
(14), and Fifteen (15), of Section Seven (7), also sometimes described as the  
Southeast Quarter (SE 1/4), and the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of  
said Section 7, in Township Five (5) South, of Range Forty-six (46), West of the  
Sixth Principal Meridian.

**EXCEPTING AND RESERVING** the undivided 1/2 interest in and to the oil, gas, and  
other minerals and mineral rights in, to, and under the above described lands,  
heretofore reserved to Roscoe A. Hutton in and by that certain Warranty Deed re-  
corded in Book 134 at Page 71 of the Yuma County, Colorado, Records, according to  
the terms of said reservation; and **EXCEPTING AND RESERVING** further, unto the said  
parties of the first part herein, an undivided 1/4 interest in and to the oil, gas  
and other minerals, and in and to all oil, gas, and mineral rights, whether metal-  
lic or non-metallic, upon and under the lands described herein, and in and to  
all royalties, rentals, and bonuses arising therefrom, with the right of ingress  
and egress to and from said lands, and to use so much of the surface thereof as  
may be reasonable, for the purpose of exploring, drilling, mining, extracting and  
removing the oil, gas, and other minerals thereon and thereunder, at any time within  
in 25 years from the date of this deed, or so long thereafter as oil or gas, or  
minerals, are produced in commercial quantities upon the above described  
lands, and **SUBJECT** to the burden of the Yuma County Fire Protection District, and to  
existing easements or rights of way for public highways, telephone lines, and  
power lines.

Together with all and singular the hereditaments and appurtenances therunto in anywise appar-  
taining, 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 survivors of them, their assigns and the heirs and assigns of each survivor forever.  
And the said parties of the first part, for them, their heirs, administrators, executors, and assigns, do  
covenant, grant, bargain and agree in and with the said parties of the second part, the survivors of them, their assigns  
and the heirs and assigns of each survivor, that at the time of the executing 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,  
reservations, sales, leases, taxes, assessments and incumbrances of whatever kind or nature soever, except the  
reservations and encumbrances hereinabove specifically mentioned; and the taxes  
levied and assessed for the year 1953 and due and payable in 1954;

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the  
survivors of them, their assigns and the heirs and assigns of each 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 hands and  
seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Walter L. Guntley* *Charles L. Brenner* *Harvey Brenner* *Raymond C. Brenner*  
322 322 322 322

STATE OF COLORADO

County of **YUMA** } ss. The foregoing instrument was acknow-  
signed before me this **20th** day of **January**, 19**53**.  
by **CHARLES L. BRENNER, HARVEY BRENNER, and RAYMOND C. BRENNER, grantors.**

Witness my hand and official seal.

My commission expires **Nov. 25, 1955.**

*Joseph J. Callahan*  
Notary Public.

Not acting in official or representative capacity, except here and also office or capacity and for whom acts



RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of \$One Dollar (\$1.00) per rod, to be paid upon penetration is completed,

Gordon Craig

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through the following real estate in Truss County, State of Colorado to-wit: A strip of land bearing first east (E-1/4) side running parallel and adjacent to the County Road Right-of-Way along the South property line of the Southwest Quarter (SW-1/4) of Section Seven (7) and the West-half of the Northeast Quarter (NW-1/2) of Section Seven (7); all in Township Five South (7-S-5-S), Range Forty-six (R-46-W), West of the 10th (E-10) E.M.

And also with the right of ingress and egress at convenient points for such purposes, together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised; and so long as any structure installed hereunder is used or exists thereon.

GRANTEE shall pay for damages to growing crops, fences or improvements occasioned by the laying and maintenance of such line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTEE, one by the GRANTEE, and the third by the two so appointed; and their decision determination of amount shall be final and conclusive. GRANTEE shall bury pipeline below depth of thirty (30) inches.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning 19 19 19 on 19 19 19 basis.

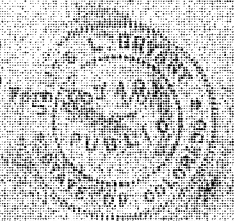
Executed in its 10th day of April 1970

STATE OF Colorado  
COUNTY OF Truss

The foregoing instrument was acknowledged before me this 10th day of April 1970.

Witness my hand and official seal.

My commission expires April 15, 1972



James L. Bryant  
Notary Public

received June 17, 1970  
9:50 A.M.  
#382869

Recorded MAY 31 1973 at 9:00 O'Clock A.M.  
Recitation 389/35 R. ALISON Recorder

RIGHT-OF-WAY EASEMENT

BOOK 479 PAGE 339

In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants and conveys to Plains Cooperative Telephone Association, Inc., its successors, assigns, lessees, licensees and agents a right-of-way easement and the right to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers, and associated equipment, as the Grantee may from time to time require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

The West 16.5 feet of the Southwest Quarter (SW<sub>1/4</sub>) of Section 7, Township 5 South, Range 46 West of the 6th Principal Meridian, lying parallel and adjacent to the Easterly Right-of-Way line of a county road as it now exists.

situate in County of Yuma, State of Colorado  
together with the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep clear all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

The Grantee agrees that said cables will be buried below plow depth in order not to interfere with the ordinary cultivation of the strip.

Signed and delivered this 22<sup>nd</sup> day of March A.D., 1973.

At \_\_\_\_\_

Gordon Craig

Grantor (s)

STATE OF COLORADO

County of Yuma ss.

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 1973, by Gordon Craig

WITNESS my hand and official seal

My commission expires Oct. 6, 1973

Danell E. Idler  
Notary Public



R/W Number						Remarks:	Space Reserved for Recorder's Certificate
Quarter Section	SW					<u>1/4</u>	
Section	7						
Township	So <sup>2</sup>						
Range	4 <sup>1</sup>						
Principal Meridian	6th P.M.						
Exchange Or Toll Line						Job No.	
Lead Code, Buried Cable or Conduit							

Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

119 A

CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
 County of YUMA } ss.  
 I, Margie Eyestone, Deputy County Clerk  
 and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
 full, true and correct COPY of Proceedings of the Board  
 of found in Book 3 Pages 65-66  
 as the same appears upon the records of my office.

Given under my hand and official seal, this 16th day  
 of October A. D. 19 75, at 9:00 o'clock A. M.

*Margie Eyestone, Deputy*  
 COUNTY CLERK AND RECORDER

BOARD OF YUMA COUNTY COMMISSIONERS

396490

ORDER

TO

THE PUBLIC

STATE OF COLORADO,  
 County of YUMA } ss.  
 I hereby certify that the instrument was  
 for filed in my office at 9:00 o'clock  
 October 16 19 75.

Book 499, Page No. 156A

By *Margie Eyestone* Recorder  
 Deputy

Fees \$ 2.00 pd

**Know all Men by these Presents,** That I, N.G. CRAIG, also known as,

NEWTON G. CRAIG, and BESSIE I. CRAIG, husband and wife

whose street address is \_\_\_\_\_, City or Town of Kirk

County of Yuma and State of Colorado for the

consideration of TEN DOLLARS (\$10.00) and other valuable considerations-----

-----Dollars,--

in hand paid, hereby sell(s) and convey(s) to LYNN E. DODDRIDGE and GLEN R. DODDRIDGE,  
as tenants in common,

whose street address is \_\_\_\_\_, City or Town of Kirk

County of Yuma and the State of Colorado the

following real property in the County of Yuma and State of Colorado,

to-wit:

Township 5 South, Range 46 West of the 6th P.M.  
Section 7: W $\frac{1}{2}$ , and W $\frac{1}{2}$  of SE $\frac{1}{4}$  (400 acres more or  
less)

SUBJECT TO ALL existing roads and public highways, established easements, and oil,  
gas and mineral reservations and conveyances of record, also burdens of existing  
fire protection districts, soil conservation districts and any other improvement  
districts; provided, however, that Grantors expressly except and reserve  
an undivided one-half ( $\frac{1}{2}$ ) interest in and to all oil, gas and other minerals and  
mineral rights, whether metallic or non-metallic, now owned by said Grantors, in,  
on, or under said land, along with the right of ingress and egress for the purpose  
of exploring for, operating and removing such minerals.

STATE DOCUMENTARY FEE 16 DOLLARS 00 CTS FEB 17 1981

with all its appurtenances and warrant(s) the title to the same, subject to taxes for the years  
of 1980, and 1981, and the Grantee shall pay 50% of the 1980 taxes and special  
assessments.

Signed this 17th day of February, A.D. 19 81

In the Presence of

*N.G. Craig*  
N.G. Craig  
*Bessie I. Craig*  
Bessie I. Craig

**STATUTORY ACKNOWLEDGMENT**

STATE OF COLORADO,

County of Yuma ss.

The foregoing instrument was acknowledged before me this  
17th day of February, 1981

By N.G. CRAIG and BESSIE I. CRAIG, husband and wife,  
aka Newton G. Craig

Witness my hand and official seal.

My commission expires October 1, 1981

*Shelley Glanz*  
Shelley Glanz,  
Notary Public





(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 8<sup>th</sup> day of JUNE, 2022 (the "**Effective Date**") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("**Owner**"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Noninterference: Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]





IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

By: 

Name: Richard A. Liming

Title: Trustee

By: 

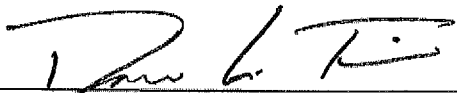
Name: Mary P. Liming

Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

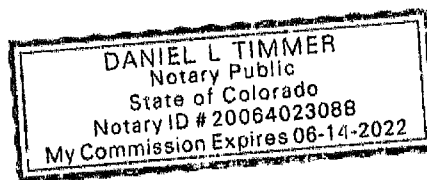
WITNESS my hand and official seal.



Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]



**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

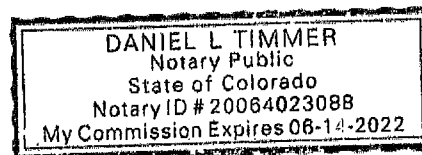
By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dan L. Timmer  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]

[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: 

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )


) ss

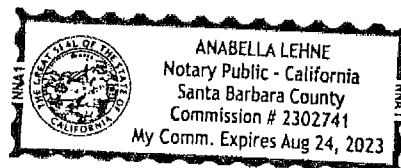
COUNTY OF SANTA BARBARA )

On June 08, 2022, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public  
Printed Name: Anabella Lehne  
My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



## **EXHIBIT A**

### **DESCRIPTION OF OWNER'S PROPERTY**

Real property situated in Yuma County, Colorado, described as follows:

Lots 3, 4, 5 and 6 also known as the Northwest Quarter (NW $\frac{1}{4}$ ), Lots 11, 12, 13 and 14 also known as the Southwest Quarter (SW $\frac{1}{4}$ ), and Lots 10 & 15 also known as the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 7, Township 5 South, Range 46 West of the 6<sup>th</sup> P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

Parcel  
#3C

## THE UNITED STATES OF AMERICA.

Certificate No. 18240

To all to Whom these Presents shall Come, Greeting:

WHEREAS, *Andrew Nutton* of *Arapahoe County, Colorado*has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Denver, Colorado* whereby it appears that full payment has been made by the said*Andrew Nutton*

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," and the acts supplemental thereto, for

*The northeast quarter of Section thirteen in Township five south of Range forty seven west of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres.*

*Department of the Interior, General Land Office, Washington, D.C. May 25, 1916*

I hereby certify that the annexed copy of patent is a true and correct copy of the original as the same is on file in this office. In Testimony Whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

*Done at D.C. cancelled May 25, 1916* *L. D. Barnes, Recorder of the General Land Office*

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 *Andrew Nutton*

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

*Andrew Nutton* and to *his* 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, thereto belonging, unto the said *Andrew Nutton*

and to *his* 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; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, *Benjamin Harrison*, President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *twenty eighth* day of *July* In the Year of our Lord one thousand nine hundred and *ninety one* and of the Independence of the United States the one hundred and *nineteenth*

By the President: *Benjamin Harrison*By *Ellen Macfarland* SECRETARY.*L. D. Barnes* Recorder of the General Land Office.

502783

Received by *Ed. McArthur* Page *1*

Filed for Record at *8:00* o'clock *4 M.* *Feb 14* A. D. *1916*

*Harry M. McFarland* RECORDER.

By *Ed. McArthur* DEPUTY.

Recorded FEB. 16, 1968 2:40 P.M.

Reception 377589 S. R. ALLISON, Recorder  
PLATEAU NATURAL GAS COMPANY

INDEXED

RIGHT-OF-WAY AGREEMENT

BOOK 446 PAGE 485

For and in consideration of the sum of \$ 50 per rod, to be paid when construction is completed,

Elmer Boone

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through the following real estate in Yuma County, State of Colorado, to-wit: A strip of land twenty-five feet (25') wide running parallel and adjacent to the County Road Right-of-Way along the North property line of the Northeast Quarter (NE 1/4) of Section Thirteen (13), Township Five South (T-5-S), Range Forty-seven (R-47-W), West of the 6th P.M.

And also with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay for damages to growing crops, fences or improvements occasioned by the laying and maintenance of such line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipeline below depth of thirty (30) inches.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning 19, 1968, to 19, 1968, on (Cash or crop) basis.

Executed this 19<sup>th</sup> day of January 1968

Elmer O. Boone

Elizabeth A. Boone

STATE OF Colorado

COUNTY OF Kit Carson

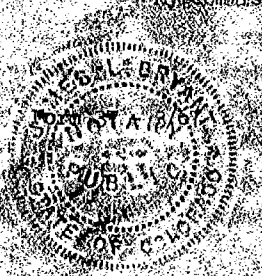
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 1968.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

My Commission expires April 20, 1969

James L. Boyd  
Notary Public





Oct. 16, 1975 9:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

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WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.



116 A CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,  
County of El Paso } ss.  
I, Margie Evestone, Deputy ..... County Clerk  
and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
full, true and correct COPY of Proceedings of the Board  
of found in Book 3 Pages 65-66  
as the same appears upon the records of my office.  
Given under my hand and official seal, this 16th day  
of October A. D. 19 75, at 9:00 o'clock A. M.  
Margie Evestone, Deputy  
COUNTY CLERK AND RECORDER

396498

ORDER

BOARD OF YUMA COUNTY COMMISSIONERS

TO

THE PUBLIC

STATE OF COLORADO, ss.  
I hereby certify that the instrument was  
for record in my office at 9:00 o'clock  
October 16 19 75  
at 9:00 o'clock 499, Page No.  
By Margie Evestone Deputy  
Fees \$ 2.00 pd  
RECORDED



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

#### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 8<sup>th</sup> day of JUNE, 2022 (the "**Effective Date**") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("**Owner**"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

#### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Noninterference; Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

By: 

Name: Richard A. Liming

Title: Trustee

By: 

Name: Mary P. Liming

Title: Trustee

STATE OF Colorado

COUNTY OF Yuma

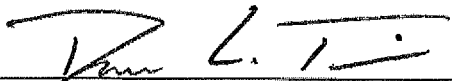
)

) ss

)

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

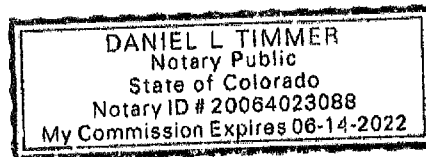
WITNESS my hand and official seal.



Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]



**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

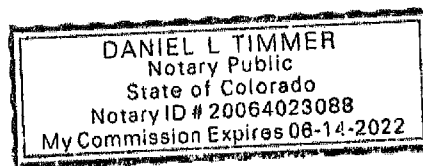
By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dan L. Timmer  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]



[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss

COUNTY OF SANTA BARBARA )

On June 08, 20 22, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

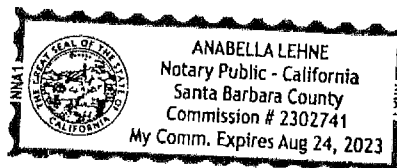
WITNESS my hand and official seal.

Anabella Lehne

Notary Public

Printed Name: Anabella Lehne

My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



00584942 6/16/2022 11:14 AM

Yuma County Recorder, BEVERLY WENGER Page 6 of 6

EASE R 35.00 S 1.00 ST 2.00 D 0.00

## **EXHIBIT A**

### **DESCRIPTION OF OWNER'S PROPERTY**

Real property situated in Yuma County, Colorado, described as follows:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section 13, Township 5 South, Range 47 West of the 6<sup>th</sup> P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



## THE UNITED STATES OF AMERICA.

Sterling 03635

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. \_\_\_\_\_

APPLICATION \_\_\_\_\_

Whereas, There has been deposited in the General Land-

Office of the Register of the Land Office at Sterling, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1902, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of Francis M. Hitchcock has been established and duly consummated, in conformity to law, for the southeast quarter of Section twenty-nine in Township five south of Range forty-six west of the Sixth Principal Meridian, Colorado, containing one hundred sixty and thirty-two-hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant of the said claimant and to the 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. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, 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 thirtieth day of June, in the year of our Lord one thousand nine hundred and thirteen, and of the Independence of the United States the one hundred and thirty-seventh.

By the President: Woodrow Wilson

By M. P. LeRoy, Secretary.

Recorded, Colorado Pat. Patent Number 344968

Page \_\_\_\_\_

J. Q. J. J. J.

Recorder of the General Land Office.

Filed for Record the 4th day of November, A. D. 1913, at 10.30 o'clock A. M.

Harry M. McKinney, Recorder.

By \_\_\_\_\_ Deputy.

RIGHT-OF-WAY AGREEMENT

BOOK 446 PAGE 497

For and in consideration of the sum of \$ \_\_\_\_\_ per rod, to be paid when construction is completed,

Sadie Finley Hess

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through the following real estate in Yuma County, State of Colorado to-wit: A strip of land twenty-five feet (25') wide running parallel and adjacent to the County Road Right-of-Way along the East property line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-nine (29); and the East property line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-two (32); all in Township Five South (T-5-S), Range Forty-six (R-46-W), West of the 6th P.M.

And also with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay for damages to growing crops, fences or improvements occasioned by the laying and maintenance of such line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipeline below depth of thirty (30) inches.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, on \_\_\_\_\_ (Cash or crop) basis.

Executed this 23<sup>rd</sup> day of January, 19 68

Sadie Hess

STATE OF Colorado  
COUNTY OF Yuma

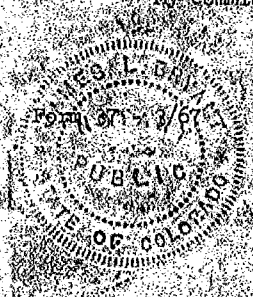
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 19 68

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

My Commission expires April 20, 1969

James L. Bryant  
Notary Public





Recorded MAY 31 1973 at 9:00 O'Clock A. M.  
Reception 389196 S. R. ALLISON, Recorder

RIGHT-OF-WAY EASEMENT

BOOK 479 PAGE 400

In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants and conveys to Plains Cooperative Telephone Association, Inc., its successors, assigns, lessees, licensees and agents a right-of-way easement and the right to construct, operate, maintain and remove such a communication system of such underground cables, wires, conduit, manholes, surface testing terminals, markers, and associated equipment, as the Grantee may from time to time require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

The South 16.5 feet of the Southeast Quarter (SE1/4) of Section 29, Township 5 South, Range 46 West of the 6th Principal Meridian, lying parallel and adjacent to the northerly right-of-way line of a county road as it now exists.

situate in County of Yuma, State of Colorado, together with the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep clear all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

The Grantee agrees that said cables will be buried below plow depth in order not to interfere with the ordinary cultivation of the strip.

Signed and delivered this 23 day of Feb. A.D., 1973

At

Richard & Mary J. Luning  
Grantor (s)

STATE OF COLORADO

County of Yuma ss.

The foregoing instrument was acknowledged before me this 23rd day of February, 1973, by Richard & Mary J. Luning

WITNESS my hand and official seal.

My commission expires Oct 6, 1973

Danell J. Alder  
Notary Public

R/W Number					Remarks	Space Reserved for Recorder's Certificate
Quarter Section	SE				<u>P.L.W.</u>	
Section	29				<u>1/2</u>	
Township	5					
Range	46					
Principal Meridian	6th					
Exchange						
Or Toll Line						
Lead Code, Buried Cable or Conduit					Job No.	

Oct. 16, 1975 2:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

119 A

CERTIFICATE OF COPY OF RECORD—Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,

County of

YUMA

ss.

I, Margie Eystone,

Deputy

County Clerk

and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a  
 full, true and correct COPY of Proceedings of the Board  
 of found in Book 3 Pages 65-66

as the same appears upon the records of my office.

Given under my hand and official seal, this 16th day  
 of October A. D. 19 75, at 9:00 o'clock A. M.

Margie Eystone, Deputy  
 COUNTY CLERK AND RECORDER

BOARD OF YUMA COUNTY COMMISSIONERS

396100

ORDER

TO

THE PUBLIC

STATE OF COLORADO, ss.

County of YUMA

I hereby certify that this instrument was

for record in my office at 9:00 o'clock

October 16 19 75

to the County Clerk, Book 499, Page No.

499, Page No.

By Margie Eystone, Deputy

Recorder

Deputy

Fees \$ 2.00 pd



---

(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 8<sup>th</sup> day of JUNE, 2022 (the "**Effective Date**") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("**Owner**"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Noninterference; Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]





IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

By: 

Name: Richard A. Liming

Title: Trustee

By: 

Name: Mary P. Liming

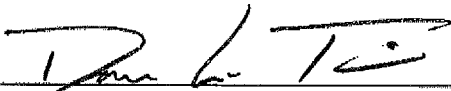
Title: Trustee

STATE OF Colorado )

COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

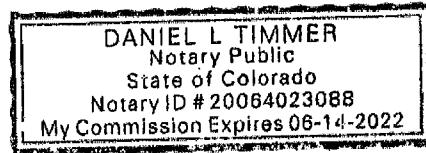
WITNESS my hand and official seal.



Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]



**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

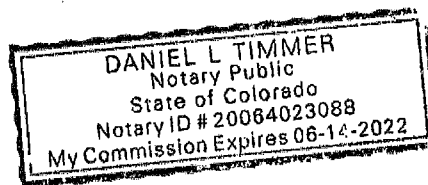
By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dan L. Timmer  
Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]



[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

)

) ss

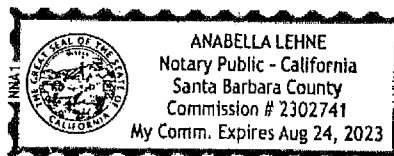
COUNTY OF SANTA BARBARA )

On June 08, 2022, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Printed Name: Anabella Lehne  
My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



00584947 6/16/2022 11:14 AM

Yuma County Recorder, BEVERLY WENGER Page 6 of 6

EASE R 35.00 S 1.00 ST 2.00 D 0.00

## **EXHIBIT A**

### **DESCRIPTION OF OWNER'S PROPERTY**

Real property situated in Yuma County, Colorado, described as follows:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 29, Township 5 South, Range 46 West of the 6<sup>th</sup> P.M., LESS & EXCEPT the following tract of land further described as follows: Beginning at the Southeast corner of said SE $\frac{1}{4}$ ; thence along the East line of said SE $\frac{1}{4}$ , N 00°00'00" E 626 feet; thence S 86°26'27" W 462 feet; thence S 01°14'40" W 582 feet; thence along the South line of said SE $\frac{1}{4}$ , S 88°07'53" E 474 feet to the point of beginning; SUBJECT TO County Road Q along the East side and County Road I along the South side of said tract.

Subject to all conveyances, restrictions or reservations of record, if any.



\* re-recorded to  
correct legal

**Quitclaim and Assignment**

THIS QUITCLAIM AND ASSIGNMENT is made this 4<sup>th</sup> day of January, 2023 by and between, **Richard A. Liming Trust No. 1 & Mary P. Liming Trust No. 1** ("Assignor"), whose address is **4245 County Road M, Kirk CO 80824** and Republican River Water Conservation District ("RRWCD"), ("Assignee"), acting through its Water Activity Enterprise ("Grantee"), whose address is P.O. Box 406, Wray, CO 80758:

Assignor, for and in consideration of the sum of Ten and No/100ths U.S. Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby quitclaims, sells and conveys to the Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to any and all irrigation water rights and rights to use water for irrigation, including without limitation all decrees, all wells, well rights, and well permits, all tributary, non-tributary, and not non-tributary groundwater, all reserved rights to water, and all rights-of-way related to the water rights, including but not limited to those rights more particularly described below and collectively referred to as "Water Rights" excepting any and all current or future domestic and livestock wells used on the real property described on Exhibit A:

1. **Well Rights.**
2. **All Other Water Rights.** In addition to the Well Rights described above, all of Assignor's right, title, and interest in and to all other waters, water rights, and rights to use water for irrigation or groundwater located on, under, or appurtenant to the real property described on Exhibit A, including but not limited to, all of Assignor's right, title, and interest in and to: all nontributary groundwater, as defined by C.R.S. § 37-90-103(10.5) and all not nontributary groundwater as defined in C.R.S. § 37-90-103(10.7), or as may otherwise exist now or in the future, and the exclusive right to withdraw and use such water; all tributary groundwater; all water wells; all artesian wells; all monitoring wells; and all well permits excepting any and all current or future domestic and livestock wells used on the real property described on Exhibit A.

Whether adjudicated or unadjudicated, including without limitation any and all decreed rights of use, reuse and successive use of all water and water rights produced on or used, including, if any, all recirculated irrigation water supplies, surface runoff, irrigation return flows, and domestic effluent flows, including without limitation all State Engineer filings, well registration statements, well permits, well permit applications, decrees and pending water court applications, together with all wells, easements, flumes, headgates, rights-of-way, and licenses used in connection therewith.

The parties agree that this Quitclaim and Assignment is intended to transfer and convey any and all Water Rights, except domestic and livestock wells, including any personal property or otherwise.



IN WITNESS WHEREOF, the Assignor has executed this Quit Claim and Assignment on the date set forth above.

Richard A Liming  
Assignor

Richard A Liming Trust  
By:  
Title Richard A Liming Trustee )

Mary P Liming Liming Trust  
Assignor

Mary P Liming Trustee  
By:  
Title Trustee )

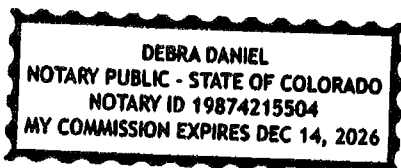
STATE OF COLORADO ) ss.  
County of Yuma )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Jan. 2023  
by Richard A Liming and Mary P Liming

Witness my hand and official seal.

My commission expires: Dec 14, 2026

Debra Daniel  
Notary Public



DRY-UP AND NON-DIVERSION COVENANT

TO CREP CONTRACT WITH

REPUBLICAN RIVER WATER CONSERVATION DISTRICT  
WATER ACTIVITY ENTERPRISE

Dry-up and Non-diversion Covenant to RRWCD CREP Contract No. 18CR039Y

THIS DRY-UP AND NON-DIVERSION COVENANT ("Agreement") dated as of this 4<sup>th</sup> day of January, 2023, is granted by Richard A. Liming Trust No. 1 & Mary P. Liming Trust No. 1 ("Grantor"), whose address is 4245 County Road M, Kirk CO 80824 and the Republican River Water Conservation District ("RRWCD"), acting through its Water Activity Enterprise ("Grantee"), whose address is 410 Main Street, Suite 8, Wray, Colorado 80758.

RECITALS

A. The Grantee, and other governmental agencies, have entered into a separate Contract ("Contract") with Grantor by which the Grantee will obtain title to all irrigation water rights, whether permitted or decreed, and permits to designated or other groundwater described on Exhibit "A" ("Water Rights") associated with certain property located in Yuma County, Colorado.

B. The Water Rights have historically been used for the irrigation of that certain real property, which is described on Exhibit "B" ("Property").

C. Grantor is the owner of the Property, all ground water wells used in conjunction with the Water Rights and the Water Rights. The Grantor shall remain as the owner of the Property, including the physical structure of the wells and related equipment, at the completion of the Contract.

D. Grantor acknowledges that the Water Rights are intended to be utilized by the Grantee to further the statutory purposes of the Grantee and that the Grantee may elect to incorporate the Water Rights in a conservation-based program in order to advance the Grantee's obligations to assist the State of Colorado in compliance with the Republican River Compact or the accomplishment of other statutory duties of the Grantee.



E. Grantor understands that the State Engineer or Colorado Ground Water Commission will require, as a term and condition of the Contract, that the Property must be dried up and not further irrigated with the Water Rights. Grantor further understands that the State Engineer or the Colorado Ground Water Commission may require that the well(s), used in conjunction with the Water Rights, must be properly abandoned and that the Grantor will bear the full responsibility, financial and legal, to accomplish that abandonment.

F. Grantor desires to execute this Agreement affirming the eventual permanent removal from irrigation of the Property, of the Water Rights on the Property, as well as certain other covenants with respect to the Property under the terms of the Contract and this Agreement, as covenants running with and burdening the Property.

G. Grantor and Grantee acknowledge that if there is a revegetation obligation placed on the Grantor that the Grantee may choose to agree that a limited amount of the Water Rights may be used to ensure the success of the revegetation for a defined term of years.

#### AGREEMENT

NOW, THEREFORE, Grantor, in consideration of the Contract, hereby covenants and agrees as follows:

1. The Recitals, above, are incorporated as if fully set forth herein.
2. Grantor agrees that it will not divert or withdraw ground water (or surface water) to irrigate the Property and will not irrigate the Property from any source of water, including groundwater, except as allowed in this Agreement.
3. Grantor hereby grants to Grantee a non-exclusive, perpetual easement for, over, and across the Property for the purposes of providing a reasonable means for Grantee and its agents to access the Property, travel upon the Property and to take all actions reasonably necessary to verify the dry-up of the Property and demonstrate to the satisfaction of the Colorado Division of Water Resources, the Colorado Ground Water Commission or the Republican River Compact Administration that permanent dry-up has occurred, provided such actions do not unreasonably interfere with Grantor's use of the Property.
4. This Agreement burdens, attaches to and runs with the Property, and will be binding not only upon Grantor, but also upon its successors and assigns and any other persons or entities that may acquire an ownership or leasehold interest in all or any portion of the Property. The terms and provisions of this Agreement will not expire and are perpetual

unless specifically released in writing by Grantee or its successors and assigns. This Agreement may be enforced by Grantee or by any party having any right, title, or interest in the Water Rights.

5. Grantor agrees to comply with or assist in the compliance with the terms of any valid law or regulation requiring the Property to be dried up, pursuant to this Agreement, to be revegetated using accepted best management practices. Grantor, however, will be responsible to revegetate such lands according to the federal agency requirements for USDA-Conservation Reserve Enhancement Program (CREP) conservation program contracts entered by Grantor. The Parties agree that any revegetation required pursuant to this Agreement or to the Contract can be accomplished, using accepted best management practices, through the use of not more than 6 inches of water per acre in the first 12 months following closing on the Contract. The Grantee will allow Grantor to withdraw that amount of ground water under the Water Rights after closing. Grantor is responsible for the revegetation and the Grantee has no responsibility or liability for revegetation of the previously irrigated acres other than the allowance of the use of ground water as stated in this paragraph
6. Grantor is entitled to use the Property for any purposes not inconsistent with this Agreement, including but not limited to, dry-land grazing, agriculture, and recreational, residential, commercial, and industrial purposes. Grantor may, at its own expense, seek a new exempt well permit to withdraw groundwater and may use one or more of the existing well bores currently used for the Water Rights for exempt purposes, such as for domestic and livestock use, subject to all necessary approvals by the Colorado Division of Water Resources and/or the Colorado Ground Water Commission. When, or if, the well bores are required to be legally abandoned the Grantor must perform that duty at its own expense.
6. Upon transfer of the Water Rights by Grantee to any party, that party will succeed to Grantee's rights under this Agreement and will have the right to enforce the terms of this Agreement against Grantor, or, if the Property has been conveyed by Grantor to others, against the then current owner of the Property.
7. Grantor warrants that Grantor is the fee simple owner of the Property.
8. This Agreement may be recorded in the office of the Yuma County, Colorado Clerk and Recorder.

IN WITNESS WHEREOF, the Grantor sets his hand and seal this day and year indicated.



NAME: Richard A. Liming Trust No. 1 & Mary P. Liming Trust No. 1 RRWCD CONTRACT #: 18CR039Y

SFFZ. SB22-028

DRY-UP AND NON-DIVERSION COVENANT - CREP

FINAL PERMIT #: 9114-FP

Richard A. Liming Trust By Richard A. Liming

GRANTOR

Mary P. Liming Trust By Mary P. Liming

GRANTOR

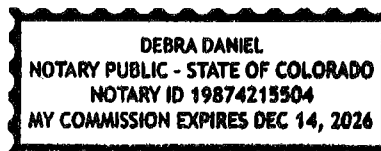
STATE OF Colorado

COUNTY OF Yuma

Subscribed and sworn to before me this 4<sup>th</sup> day of Jan, 2023, by

Atte Richard A Liming and Mary P Liming

Witness my hand and seal.



My commission expires:

Dec. 14, 2026

Debra Daniel

Notary Public

## **Exhibit "A" to Dry-up Covenant**

All of Grantor's right, title and interest in and to any and all irrigation water rights and rights to use water, appurtenant to, underlying, or associated with or historically used on the real property located in Yuma County, Colorado, containing 119.48 acres as described on Exhibit B ("Property") to this Dry-up Covenant, including without limitation all decrees, all wells, well rights, and well permits, all tributary, non-tributary, and not non-tributary groundwater, all reserved rights to water, and all rights-of-way related to the water rights, including but not limited to those rights more particularly described below and collectively referred to as "Water Rights", but specifically excluding any permitted small capacity domestic and livestock wells located on the property:

1. **Well Rights.** (A) Well, Permit No. 9114-FP;
- (B) Well, Permit No. \_\_\_\_\_

2. **All Other Water Rights.** In addition to the Water Rights described above, all of Grantor's right, title, and interest in and to all other waters, water rights, and rights to use water or groundwater located on, under, or appurtenant to the Real Property, including but not limited to, all of Grantors' right, title, and interest in and to: all nontributary groundwater, as defined by C.R.S. § 37-90-103(10.5) and all not nontributary groundwater as defined in C.R.S. § 37-90-103(10.7), or as may otherwise exist now or in the future, underlying the Property, and the exclusive right to withdraw and use such water; all tributary groundwater; all water wells; all artesian wells; all monitoring wells; and all well permits. It is Grantor's express intent to convey to Grantee every right to use irrigation water associated with or appurtenant to the Property, whether or not such right to use irrigation water or groundwater: (1) has been confirmed by a decree; (2) has been issued a well permit or otherwise approved for use by the Colorado Division of Water Resources; (3) is described in detail above; or (4) has been developed and put to beneficial use.



GROUND WATER COMMISSION  
OF THE STATE OF COLORADO

FINAL PERMIT

1. The name and address of the permittee: Sadie Mae Hess  
Idalia, CO 80735
2. Use: Irrigation
3. Priority Date: 4-22-65 Priority Number: 1071
4. Location and description of structure:

A well completed to a depth of 170 feet producing from the Ogallala Formation and located in the NE1/4 of the NE1/4 of Section 32, Township 5 South, Range 46 West of the 6th Principal Meridian at a point 1250 feet from the north section line and 800 feet from the east section line of said section 32, Yuma County, Colorado.

5. Amount of Water:

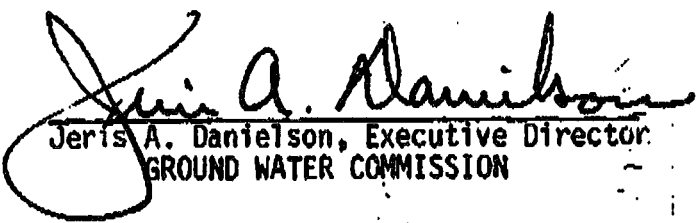
Annual appropriation: 400 acre-feet  
Yield: 900 gallons per minute  
Number of acres irrigated: 160 acres  
Description of Acreage: Land in the NE1/4 of Section 32

6. Fee Paid: NO FEE REQUIRED PER H.B. 1322 *WJD 1/15/86*

Receipt Number:

FINAL PERMIT NUMBER: 9114-FP

Date Issued: December 22, 1981

  
Jeris A. Danielson, Executive Director  
GROUND WATER COMMISSION



00586433 1/17/2023 10:29 AM  
Yuma County Recorder, BEVERLY WENGER Page 10 of 10  
QCD R 55.00 S 1.00 ST 2.00 D 0.00

X

Yuma, and State of Colorado, to-wit:  
~~the Southwest Quarter (SW 1/4) of Section Twenty Nine (29), Township Five (5S), Range~~  
(NE 1/4) of Section Thirty Two (32), all in Township Five South (5S), Range  
Forty Six (46 W) in Yuma County, Colorado.



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Yuma County Recorder, BEVERLY WENGER Page 8 of 10  
COV R 55.00 S 1.00 ST 2.00 D 0.00



## THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, GREETING:

Parcel  
#4B

Homestead Certificate No. 1506

APPLICATION 1206

Whereas, There has been deposited in the General Land

United States a Certificate of the Register of the Land Office at Akron, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of Jacob Kechter has been established and duly consummated, in conformity to law, for the lots numbered One Two Seven and

Eight of Section Thirty-two in Township  
Five South of Range Forty-Six West of  
the Sixth Principal Meridian in Colorado.  
containing one hundred and sixty acres and  
twenty five hundredths of an acre

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said

Jacob Kechter the tract of land above described: TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said

Jacob Kechter and to his 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. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William McKinley 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 twelfth day of July, in the year of our Lord one thousand nine hundred ~~and~~ and of the Independence of the United States the one hundred and twenty fifth.

By the President: William McKinley By J. M. McLean Secretary.

Recorded, Colorado Vol. 62

Page 217

C. H. Brush

Recorder of the General Land Office.

Filed for Record the 7<sup>th</sup> day of October A. D. 1902, at 7<sup>30</sup> o'clock 9 M.

John G. Abbott Recorder.  
By \_\_\_\_\_ Deputy.





Recorded FEB. 16, 1968 2:40 P  
at 0'clock  
Reception 377601 S. J. ALLISON, Recorder  
PLATEAU NATURAL GAS COMPANY

RIGHT-OF-WAY AGREEMENT

BOOK 446 PAGE 497

For and in consideration of the sum of \$ \_\_\_\_\_ per rod, to be paid when construction is completed,

Sadie Finley Hess

do hereby grant, convey and warrant to PLATEAU NATURAL GAS COMPANY, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipeline for the transportation of gas, through the following real estate in \_\_\_\_\_ Yuma \_\_\_\_\_ County, State of Colorado, to-wit: A strip of land twenty-five feet (25') wide running parallel and adjacent to the County Road Right-of-Way along the East property line of the Southeast Quarter (SE4) of Section Twenty-nine (29); and the East property line of the Northeast Quarter (NE4) of Section Thirty-two (32); all in Township Five South (T-5-S), Range Forty-six (R-46-W), West of the 6th P.M.

And also with the right of ingress and egress at convenient points for such purposes, together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay for damages to growing crops, fences or improvements occasioned by the laying and maintenance of such line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipeline below depth of thirty (30) inches.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, on \_\_\_\_\_ (Cash or crop) basis.

Executed this 23<sup>rd</sup> day of January, 19 68

Sadie Hess

STATE OF Colorado  
COUNTY OF Yuma

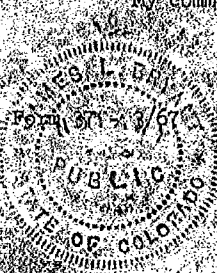
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of

January, 19 68.  
Witness my hand and official seal.

My commission expires: \_\_\_\_\_

My Commission expires April 20, 1969

James L. Bryant  
Notary Public



Oct. 16, 1975 2:00

396400

BOOK 499 PAGE 156

Proceedings of the Board of County Commissioners  
relating to "ROADS and HIGHWAYS"

Wray, Colorado  
July 5, 1910

Pursuant to notice the Board of County Commissioners met in the office of the County Clerk, all members present, when the following was had and done, to-wit:

ORDER OF BOARD OF COUNTY COMMISSIONERS: Order declaring all Section and Township Lines on the public domain of the United States in Yuma County to be public highways. Passed by the Board of County Commissioners.

WHEREAS, Section 2477 of the Revised Statutes of the United States provides that "the right of way for the construction of highways over public lands not reserved for public use, is hereby granted", and

WHEREAS, By virtue of an Act of the General Assembly of the State of Colorado, entitled "An act to amend Section 4 of Chapter 95 of the General Statutes of the State of Colorado, entitled "Roads and Highways" approved April 7, A. D. 1885, it is provided that: The Commissioners of the County may at any regular meeting by an order of the Board, declare any section, or township line on the public domain a public highway; and on and after the date of such order, which shall be attested by the Clerk, under the seal of the County, and recorded in the office of the Recorder of Deeds, the road so laid out shall be a public highway; and

WHEREAS, The public interests require that there be public highways on all section and township lines on the United States public domain within the limits of the County of Yuma:

THEREFORE, IT IS HEREBY ORDERED: By the Board of County Commissioners of the County of Yuma, assembled in regular meeting that all section and township lines on the public domain of the United States within the limits of the County of Yuma and State of Colorado, to-wit:

In Townships 1, 2, 3, 4, and 5 North and in Townships 1, 2, 3, 4, and 5 South of the base line, in Ranges 42, 43, 44, 45, 46, 47 and 48 West of the 6th P. M., be and the same are hereby declared to be the center of public highways or county roads which said roads shall be and hereby are declared to be roads 60 feet wide, being 30 feet on each side of said section and township lines.

BE IT FURTHER ORDERED THAT THE COUNTY CLERK AND RECORDER OF YUMA COUNTY be and he is hereby instructed, when certified, copy of this order is so recorded order, one of which transcripts shall be mailed by him, by registered letter, to the Honorable United States Surveyor General for the State of Colorado at Denver, Colorado, another to the Honorable Register and Receiver of the United States Land Office at Sterling, Colorado, and another to the Honorable Commissioners of the General Land Office at Washington D. C., and that said County Clerk and Recorder make report of his acts and doings hereunder at the next meeting of this Board.

Signed: S. M. Weaver, Chairman  
ATTEST: John G. Abbott,  
County Clerk, Seal.

116 A

CERTIFICATE OF COPY OF RECORD--Out West Printing and Stationery Co., Colorado Springs, Colorado

STATE OF COLORADO,

County of YUMA

188.

I, Margie Evestone, Deputy County Clerk

and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct COPY of Proceedings of the Board of Found in Book 3 Pages 65-66 as the same appears upon the records of my office.

Given under my hand and official seal, this 16th day of October A. D. 19 75 , at 9:00 o'clock A. M.

Margie Evestone, Deputy  
COUNTY CLERK AND RECORDER

BOARD OF YUMA COUNTY COMMISSIONERS

336190

ORDER

TO

THE PUBLIC

By Margie Evestone  
Deputy  
Record  
19 75  
October 16  
for filed in my office at 9:00 o'clock  
for Book 3 Page No. 499  
Fees \$ 2.00 pd



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

ENGIE IR Holdings, LLC  
3760 State St., Ste. 200  
Santa Barbara, CA 93105  
Attn: Land Dept.

#### MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 8<sup>th</sup> day of June, 2022 (the "Effective Date") by and between Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994 and Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994 ("Owner"), and ENGIE IR Holdings, LLC, a Delaware limited liability company ("Developer"). Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Yuma County, Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:



1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Noninterference: Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]



IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994

By: 

Name: Richard A. Liming

Title: Trustee

By: 

Name: Mary P. Liming

Title: Trustee

STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Richard A. Liming and Mary P. Liming, as Trustees of the Richard A. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

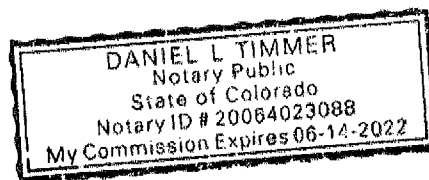
WITNESS my hand and official seal.



Notary Public

Printed Name: Dan L. Timmer

My commission expires: \_\_\_\_\_



[Signatures continued on following page]



**OWNER:**

Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994

By: Mary P. Liming  
Name: Mary P. Liming  
Title: Trustee

By: Richard A. Liming  
Name: Richard A. Liming  
Title: Trustee

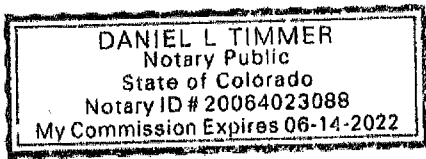
STATE OF Colorado )  
COUNTY OF Yuma ) ss

On May 25, 2022 before me, Notary Public, personally appeared Mary P. Liming and Richard A. Liming, as Trustees of the Mary P. Liming Trust No. 1, dated January 1, 1994, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public  
Printed Name: Dan L. Timmer  
My commission expires: \_\_\_\_\_



[Signatures continued on following page]





[Signatures continued from preceding page]

**DEVELOPER:**

ENGIE IR HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Kenedy Singer

Title: Authorized Individual

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss

COUNTY OF SANTA BARBARA )

On June 08, 2022, before me, Anabella Lehne (Notary Public), personally appeared Kenedy Singer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

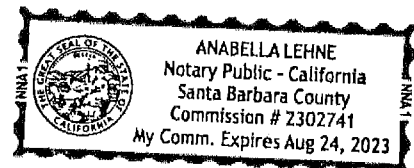
WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

Printed Name: Anabella Lehne

My commission expires: 08/24/2023



Prepared by ENGIE IR Holdings, LLC



**EXHIBIT A**

**DESCRIPTION OF OWNER'S PROPERTY**

Real property situated in Yuma County, Colorado, described as follows:

The Northeast Quarter (NE¼) of Section 32, Township 5 South, Range 46 West of the 6<sup>th</sup> P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



\* re-recorded to  
correct legal

**Quitclaim and Assignment**

THIS QUITCLAIM AND ASSIGNMENT is made this 4<sup>th</sup> day of January, 2023 by and between, **Richard A. Liming Trust No. 1 & Mary P. Liming Trust No. 1** ("Assignor"), whose address is **4245 County Road M, Kirk CO 80824** and Republican River Water Conservation District ("RRWCD"), ("Assignee"), acting through its Water Activity Enterprise ("Grantee"), whose address is P.O. Box 406, Wray, CO 80758:

Assignor, for and in consideration of the sum of Ten and No/100ths U.S. Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby quitclaims, sells and conveys to the Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to any and all irrigation water rights and rights to use water for irrigation, including without limitation all decrees, all wells, well rights, and well permits, all tributary, non-tributary, and not non-tributary groundwater, all reserved rights to water, and all rights-of-way related to the water rights, including but not limited to those rights more particularly described below and collectively referred to as "Water Rights" excepting any and all current or future domestic and livestock wells used on the real property described on Exhibit A:

1. **Well Rights.**
2. **All Other Water Rights.** In addition to the Well Rights described above, all of Assignor's right, title, and interest in and to all other waters, water rights, and rights to use water for irrigation or groundwater located on, under, or appurtenant to the real property described on Exhibit A, including but not limited to, all of Assignor's right, title, and interest in and to: all nontributary groundwater, as defined by C.R.S. § 37-90-103(10.5) and all not nontributary groundwater as defined in C.R.S. § 37-90-103(10.7), or as may otherwise exist now or in the future, and the exclusive right to withdraw and use such water; all tributary groundwater; all water wells; all artesian wells; all monitoring wells; and all well permits excepting any and all current or future domestic and livestock wells used on the real property described on Exhibit A.

Whether adjudicated or unadjudicated, including without limitation any and all decreed rights of use, reuse and successive use of all water and water rights produced on or used, including, if any, all recirculated irrigation water supplies, surface runoff, irrigation return flows, and domestic effluent flows, including without limitation all State Engineer filings, well registration statements, well permits, well permit applications, decrees and pending water court applications, together with all wells, easements, flumes, headgates, rights-of-way, and licenses used in connection therewith.

The parties agree that this Quitclaim and Assignment is intended to transfer and convey any and all Water Rights, except domestic and livestock wells, including any personal property or otherwise.



IN WITNESS WHEREOF, the Assignor has executed this Quit Claim and Assignment on the date set forth above.

Richard A Liming  
Assignor

Richard A Liming Trust  
By:  
Title Richard A Liming Trustee )

Mary P Liming living trust  
Assignor

Mary P Liming trustee  
By:  
Title trustee )

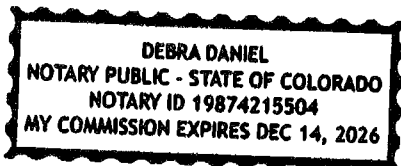
STATE OF COLORADO ) ss.  
County of Yuma )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Jan. 2023  
by Richard A Liming and. Mary P Liming

Witness my hand and official seal.

My commission expires: Dec 14, 2026

Debra Daniel  
Notary Public



DRY-UP AND NON-DIVERSION COVENANT

TO CREP CONTRACT WITH

REPUBLICAN RIVER WATER CONSERVATION DISTRICT  
WATER ACTIVITY ENTERPRISE

Dry-up and Non-diversion Covenant to RRWCD CREP Contract No. 18CR039Y

THIS DRY-UP AND NON-DIVERSION COVENANT ("Agreement") dated as of this 4<sup>th</sup> day of January, 2023, is granted by Richard A. Liming Trust No. 1 & Mary P. Liming Trust No. 1 ("Grantor"), whose address is 4245 County Road M, Kirk CO 80824 and the Republican River Water Conservation District ("RRWCD"), acting through its Water Activity Enterprise ("Grantee"), whose address is 410 Main Street, Suite 8, Wray, Colorado 80758.

RECITALS

A. The Grantee, and other governmental agencies, have entered into a separate Contract ("Contract") with Grantor by which the Grantee will obtain title to all irrigation water rights, whether permitted or decreed, and permits to designated or other groundwater described on Exhibit "A" ("Water Rights") associated with certain property located in Yuma County, Colorado.

B. The Water Rights have historically been used for the irrigation of that certain real property, which is described on Exhibit "B" ("Property").

C. Grantor is the owner of the Property, all ground water wells used in conjunction with the Water Rights and the Water Rights. The Grantor shall remain as the owner of the Property, including the physical structure of the wells and related equipment, at the completion of the Contract.

D. Grantor acknowledges that the Water Rights are intended to be utilized by the Grantee to further the statutory purposes of the Grantee and that the Grantee may elect to incorporate the Water Rights in a conservation-based program in order to advance the Grantee's obligations to assist the State of Colorado in compliance with the Republican River Compact or the accomplishment of other statutory duties of the Grantee.

E. Grantor understands that the State Engineer or Colorado Ground Water Commission will require, as a term and condition of the Contract, that the Property must be dried up and not further irrigated with the Water Rights. Grantor further understands that the State Engineer or the Colorado Ground Water Commission may require that the well(s), used in conjunction with the Water Rights, must be properly abandoned and that the Grantor will bear the full responsibility, financial and legal, to accomplish that abandonment.

F. Grantor desires to execute this Agreement affirming the eventual permanent removal from irrigation of the Property, of the Water Rights on the Property, as well as certain other covenants with respect to the Property under the terms of the Contract and this Agreement, as covenants running with and burdening the Property.

G. Grantor and Grantee acknowledge that if there is a revegetation obligation placed on the Grantor that the Grantee may choose to agree that a limited amount of the Water Rights may be used to ensure the success of the revegetation for a defined term of years.

#### AGREEMENT

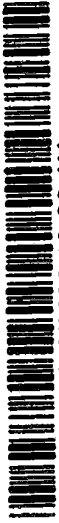
NOW, THEREFORE, Grantor, in consideration of the Contract, hereby covenants and agrees as follows:

1. The Recitals, above, are incorporated as if fully set forth herein.
2. Grantor agrees that it will not divert or withdraw ground water (or surface water) to irrigate the Property and will not irrigate the Property from any source of water, including groundwater, except as allowed in this Agreement.
3. Grantor hereby grants to Grantee a non-exclusive, perpetual easement for, over, and across the Property for the purposes of providing a reasonable means for Grantee and its agents to access the Property, travel upon the Property and to take all actions reasonably necessary to verify the dry-up of the Property and demonstrate to the satisfaction of the Colorado Division of Water Resources, the Colorado Ground Water Commission or the Republican River Compact Administration that permanent dry-up has occurred, provided such actions do not unreasonably interfere with Grantor's use of the Property.
4. This Agreement burdens, attaches to and runs with the Property, and will be binding not only upon Grantor, but also upon its successors and assigns and any other persons or entities that may acquire an ownership or leasehold interest in all or any portion of the Property. The terms and provisions of this Agreement will not expire and are perpetual

unless specifically released in writing by Grantee or its successors and assigns. This Agreement may be enforced by Grantee or by any party having any right, title, or interest in the Water Rights.

5. Grantor agrees to comply with or assist in the compliance with the terms of any valid law or regulation requiring the Property to be dried up, pursuant to this Agreement, to be revegetated using accepted best management practices. Grantor, however, will be responsible to revegetate such lands according to the federal agency requirements for USDA-Conservation Reserve Enhancement Program (CREP) conservation program contracts entered by Grantor. The Parties agree that any revegetation required pursuant to this Agreement or to the Contract can be accomplished, using accepted best management practices, through the use of not more than 6 inches of water per acre in the first 12 months following closing on the Contract. The Grantee will allow Grantor to withdraw that amount of ground water under the Water Rights after closing. Grantor is responsible for the revegetation and the Grantee has no responsibility or liability for revegetation of the previously irrigated acres other than the allowance of the use of ground water as stated in this paragraph
6. Grantor is entitled to use the Property for any purposes not inconsistent with this Agreement, including but not limited to, dry-land grazing, agriculture, and recreational, residential, commercial, and industrial purposes. Grantor may, at its own expense, seek a new exempt well permit to withdraw groundwater and may use one or more of the existing well bores currently used for the Water Rights for exempt purposes, such as for domestic and livestock use, subject to all necessary approvals by the Colorado Division of Water Resources and/or the Colorado Ground Water Commission. When, or if, the well bores are required to be legally abandoned the Grantor must perform that duty at its own expense.
6. Upon transfer of the Water Rights by Grantee to any party, that party will succeed to Grantee's rights under this Agreement and will have the right to enforce the terms of this Agreement against Grantor, or, if the Property has been conveyed by Grantor to others, against the then current owner of the Property.
7. Grantor warrants that Grantor is the fee simple owner of the Property.
8. This Agreement may be recorded in the office of the Yuma County, Colorado Clerk and Recorder.

IN WITNESS WHEREOF, the Grantor sets his hand and seal this day and year indicated.





NAME: Richard A. Liming Trust No. 1 & Mary P. Liming Trust No. 1 RRWCD CONTRACT #: 18CR039Y

SFFZ. SB22-028

DRY-UP AND NON-DIVERSION COVENANT - CREP

FINAL PERMIT #: 9114-FP

Richard A. Liming Trust By Richard A. Liming

GRANTOR

Mary P. Liming Trust By Mary P. Liming

GRANTOR

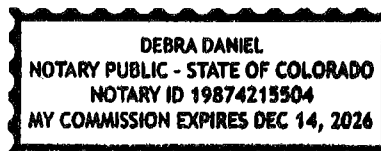
STATE OF Colorado

COUNTY OF Yuma

Subscribed and sworn to before me this 4<sup>th</sup> day of Jan, 2023, by

Att Richard A Liming and Mary P Liming

Witness my hand and seal.



My commission expires:

Dec. 14, 2026

Debra Daniel

Notary Public

## **Exhibit "A" to Dry-up Covenant**

All of Grantor's right, title and interest in and to any and all irrigation water rights and rights to use water, appurtenant to, underlying, or associated with or historically used on the real property located in Yuma County, Colorado, containing 119.48 acres as described on Exhibit B ("Property") to this Dry-up Covenant, including without limitation all decrees, all wells, well rights, and well permits, all tributary, non-tributary, and not non-tributary groundwater, all reserved rights to water, and all rights-of-way related to the water rights, including but not limited to those rights more particularly described below and collectively referred to as "Water Rights", but specifically excluding any permitted small capacity domestic and livestock wells located on the property:

1. **Well Rights.** (A) Well, Permit No. 9114-FP;
- (B) Well, Permit No. \_\_\_\_\_

2. **All Other Water Rights.** In addition to the Water Rights described above, all of Grantor's right, title, and interest in and to all other waters, water rights, and rights to use water or groundwater located on, under, or appurtenant to the Real Property, including but not limited to, all of Grantors' right, title, and interest in and to: all nontributary groundwater, as defined by C.R.S. § 37-90-103(10.5) and all not nontributary groundwater as defined in C.R.S. § 37-90-103(10.7), or as may otherwise exist now or in the future, underlying the Property, and the exclusive right to withdraw and use such water; all tributary groundwater; all water wells; all artesian wells; all monitoring wells; and all well permits. It is Grantor's express intent to convey to Grantee every right to use irrigation water associated with or appurtenant to the Property, whether or not such right to use irrigation water or groundwater: (1) has been confirmed by a decree; (2) has been issued a well permit or otherwise approved for use by the Colorado Division of Water Resources; (3) is described in detail above; or (4) has been developed and put to beneficial use.



GROUND WATER COMMISSION  
OF THE STATE OF COLORADO

FINAL PERMIT

1. The name and address of the permittee: Sadie Mae Hess  
Idalia, CO 80735
2. Use: Irrigation
3. Priority Date: 4-22-65 Priority Number: 1071
4. Location and description of structure:

A well completed to a depth of 170 feet producing from the Ogallala Formation and located in the NE1/4 of the NE1/4 of Section 32, Township 5 South, Range 46 West of the 6th Principal Meridian at a point 1250 feet from the north section line and 800 feet from the east section line of said section 32, Yuma County, Colorado.

5. Amount of Water:

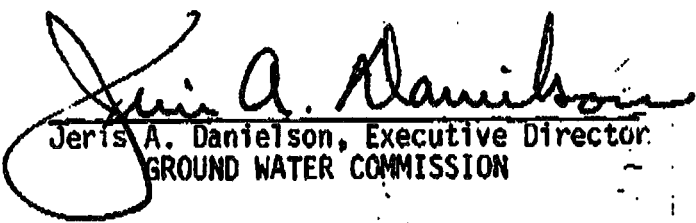
Annual appropriation: 400 acre-feet  
Yield: 900 gallons per minute  
Number of acres irrigated: 160 acres  
Description of Acreage: Land in the NE1/4 of Section 32

6. Fee Paid: NO FEE REQUIRED PER H.B. 1322 *WJD 1/15/86*

Receipt Number:

FINAL PERMIT NUMBER: 9114-FP

Date Issued: December 22, 1981

  
Jeris A. Danielson, Executive Director  
GROUND WATER COMMISSION



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Yuma County Recorder, BEVERLY WENGER Page 10 of 10  
QCD R 55.00 S 1.00 ST 2.00 D 0.00

X

Yuma, and State of Colorado, to-wit:  
~~County of Yuma, State of Colorado, Township Five South (5S), Range~~  
~~Forty Six (46 W) in Yuma County, Colorado.~~  
(NE $\frac{1}{4}$ ) of Section Thirty Two (32), all in Township Five South (5S), Range  
Forty Six (46 W) in Yuma County, Colorado.



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Yuma County Recorder, BEVERLY WENGER Page 8 of 10  
COV R 55.00 S 1.00 ST 2.00 D 0.00



**RECK AGRI**  
REALTY & AUCTION

535 E Chestnut | PO Box 407  
Sterling, CO 80751  
970.522.7770  
[reckagri.com](http://reckagri.com)