

OTTO E LUEKING JR PASTURE- WIND TURBINE AUCTION TITLE EXCEPTIONS

June 10, 2025



RECK AGRI
REALTY & AUCTION

reckagri.com | 970.522.7770

THE UNITED STATES OF AMERICA.

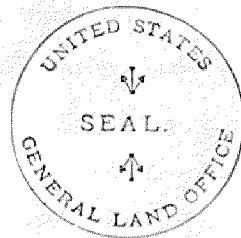
Certificate No. *Sterling 0634.*

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas,

*Ethel White*has 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 full payment has been made by the said

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**Southwest quarter of the northwest quarter, the north half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section eighteen in Township nine north of Range Forty-eight west of the Sixth Principal Meridian, Colorado, containing one hundred fifty three and twenty-nine hundredths acres.*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 *Ethel White*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 *Ethel White*and to *her* heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said*Ethel White*and to *her* 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 H. Taft* 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-ninth*day of *November*, in the year of our Lord one thousand ninehundred and *nine*, and of the Independence of the UnitedStates the one hundred and *thirty-fourth*BY THE PRESIDENT: *Wm. H. Taft*By *M. W. Young* Secretary.*H. W. Sanford* Recorder of the General Land Office.Recorded, *Patent Number 92344.**Colorado Vol.**Page*Filed for Record the *8th* day of *Aug.* A. D. 191*0*, at *10⁵⁰* o'clock *P.*M.By *May E. Price* Deputy.

No. 101871.

Form 4-1022.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

Sterling 021829

THE UNITED STATES OF AMERICA.

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 full payment has been made by the claimant
Julia A. Barrett, according to the provisions of the Act of
Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental
thereto, for the

southeast quarter of the northwest quarter of section eighteen
in Township nine north of Range forty-eight west of the Sixth Principal
Meridian, Colorado, containing 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 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, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto
the said claimant and to the heirs of the said claimant the Tract above described: TO HAVE AND TO HOLD the same,
together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said
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-sixth day of July in the year
of our Lord one thousand nine hundred and eighteen and of the Independence of the United States the one hundred
and Forty-third

BY THE PRESIDENT:

Woodrow Wilson
BY M. P. Le Roy Secretary.

L. L. Leman
Recorder of the General Land Office.

Recorded: Patent Number 641558

Filed for record at 10⁰⁰ o'clock A.M., April 16 A. D. 1919.

Mabel C. Whiteley
Recorder.
By _____ Deputy.

Recorded at 2:20 o'clock P. M. Jan 24, 1955

Reception No. 380871 Donnell Lawrence Recorder

BOOK 453 PAGE 84

KNOW ALL MEN BY THESE PRESENTS, That Everett Anderson and Jewell Anderson

of the County of Logan, and State of Colorado,
for the consideration of Ten Dollars and other valuable considerations----~~and~~
in hand paid, hereby sell and convey to VERNER M. HAM

of the County of Logan, and State of Colorado,
the following real property, situate in the County of Logan

and State of Colorado, to-wit: South One Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$)
and North One Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section
Eighteen (18), Township Nine (9) North, Range Forty-eight (48)
West of the 6th P. M., excepting and reserving, however, unto the
Grantors herein, their heirs and assigns, one-half (1/2) of all oil,
gas, coal, and other minerals in, under, and upon the said above
described parcel of land, together with the right and privilege of
mining and removing the same,



with all its appurtenances, and warrant the title to the same, subject to Taxes for the year 1955
due and payable in 1956, and taxes for subsequent years.

Signed and delivered this 29th day of October, A. D. 19 54

In the presence of

Everett Anderson (SEAL)
Jewell Anderson (SEAL)

(SEAL)

STATE OF COLORADO,

County of Logan

{ ss.

The foregoing instrument was acknowledged before me this 29th day of October, 19 54, .
Everett Anderson and Jewell Anderson

WITNESS my hand and official seal.

My commission expires July 27, 1957

A. Lena Pedroni
Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1927.

WARRANTY DEED — STATUTORY FORM

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 8 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto E. Lueking Jr. property located in the Southwest quarter of Section 18 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located (**Circle One**) along, ~~under, or across~~ County Road 85 to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012**.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: driveway access for towers b38

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson
David G. Donaldson (Aye) (Nay)

Jim Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zwiirn
Debra Zwiirn (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

Bruce Pohlman
Signature

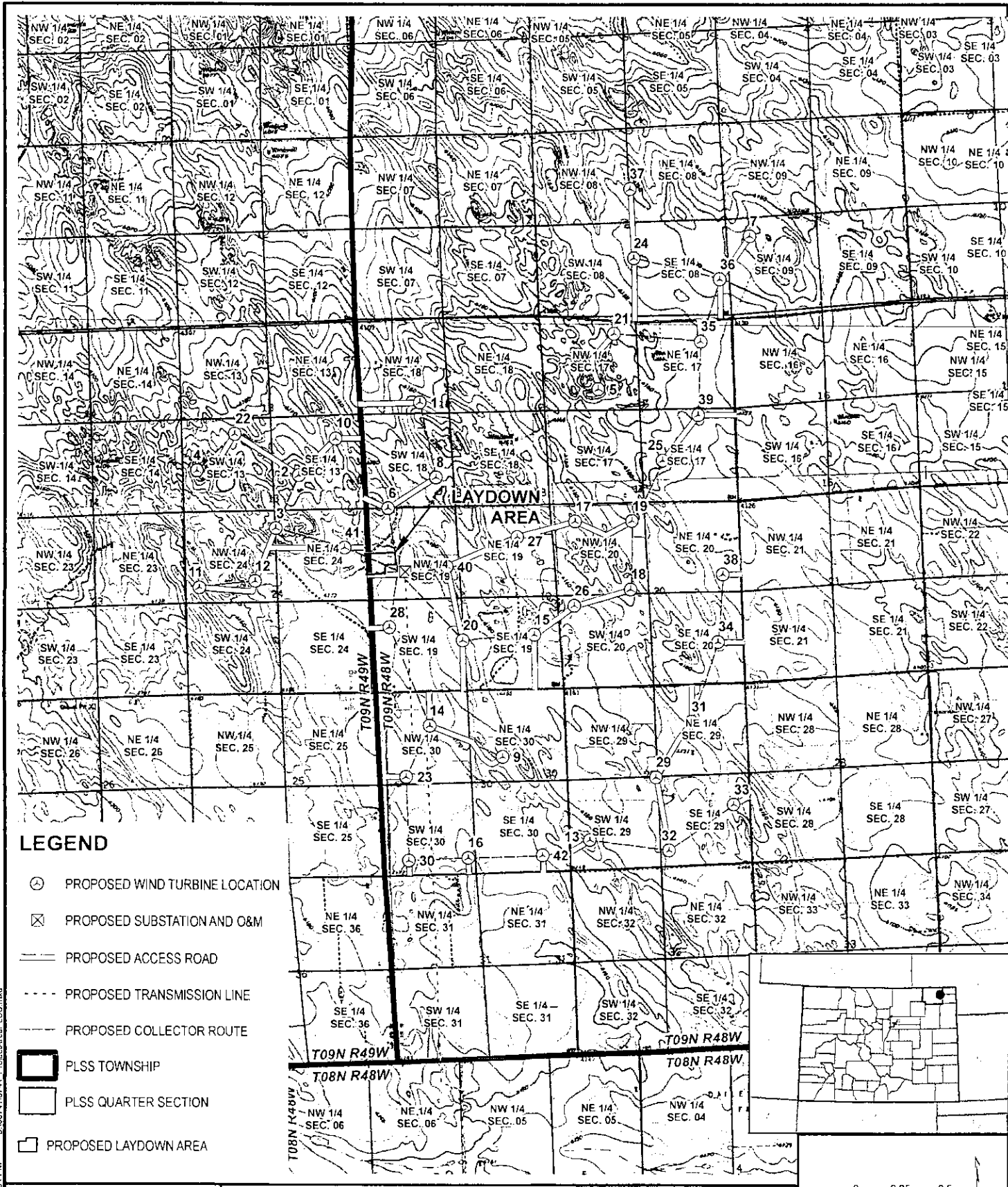
Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



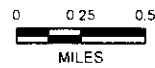
	CHW CONTRACT DOCUMENTS	RMT ENERGY THE RMT ENERGY GROUP, LLC 1000 WEST 1000 NORTH, SUITE 100 CORTLANDT, NEBRASKA 68801	CONFIDENTIAL THIS DRAWING IS THE PROPERTY OF RMT ENERGY GROUP, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RMT ENERGY GROUP, LLC.	30% REVIEW
				CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS C410, C412, C415, C418 ACCESS ROADS AND CRANE WALKS



LEGEND

- ⊙ PROPOSED WIND TURBINE LOCATION
- ⊠ PROPOSED SUBSTATION AND O&M
- PROPOSED ACCESS ROAD
- - - PROPOSED TRANSMISSION LINE
- - - PROPOSED COLLECTOR ROUTE
- ▭ PLSS TOWNSHIP
- ▭ PLSS QUARTER SECTION
- ▭ PROPOSED LAYDOWN AREA

RMT ENERGY 744 Heartland Trail, Madison, WI 53717
P: 608.831.4444 F: 608.831.3334



CONFIDENTIAL

These documents are for
the use of RMT, Inc. RMT,
Inc. disclaims all warranties,
both expressed and implied
Use by anyone other than
RMT, Inc. is at their own risk

COLORADO HIGHLANDS WIND, LLC
COLORADO HIGHLANDS WIND FARM LOGAN COUNTY, CO

SITE MAP

NO.	DATE	REVISION	BY	CHK'D	APVD
0	5/2/2012	WORKING COPY	JFM	ME	

SCALE	AS NOTED	PROJ. NO.	06741.10.60	DWG. NAME	6741_ProjectAreaPLSS.mxd	SHEET NO.	1
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AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 29 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto. E. Lueking Jr. property located in the Northwest quarter of Section 18 of Township 9 North, Range 48 West (Turbine 1); and

WHEREAS, Applicant desires to install and construct a driveway, which will be located **(Circle One)** along, under, or across County Road 85, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012.**
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will

remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: driveway access to turbine 1

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson

David G Donaldson (Aye) (Nay)

James Edwards

Jim Edwards (Aye) (Nay)

Debra L. Zwerin

Debra Zwerin (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

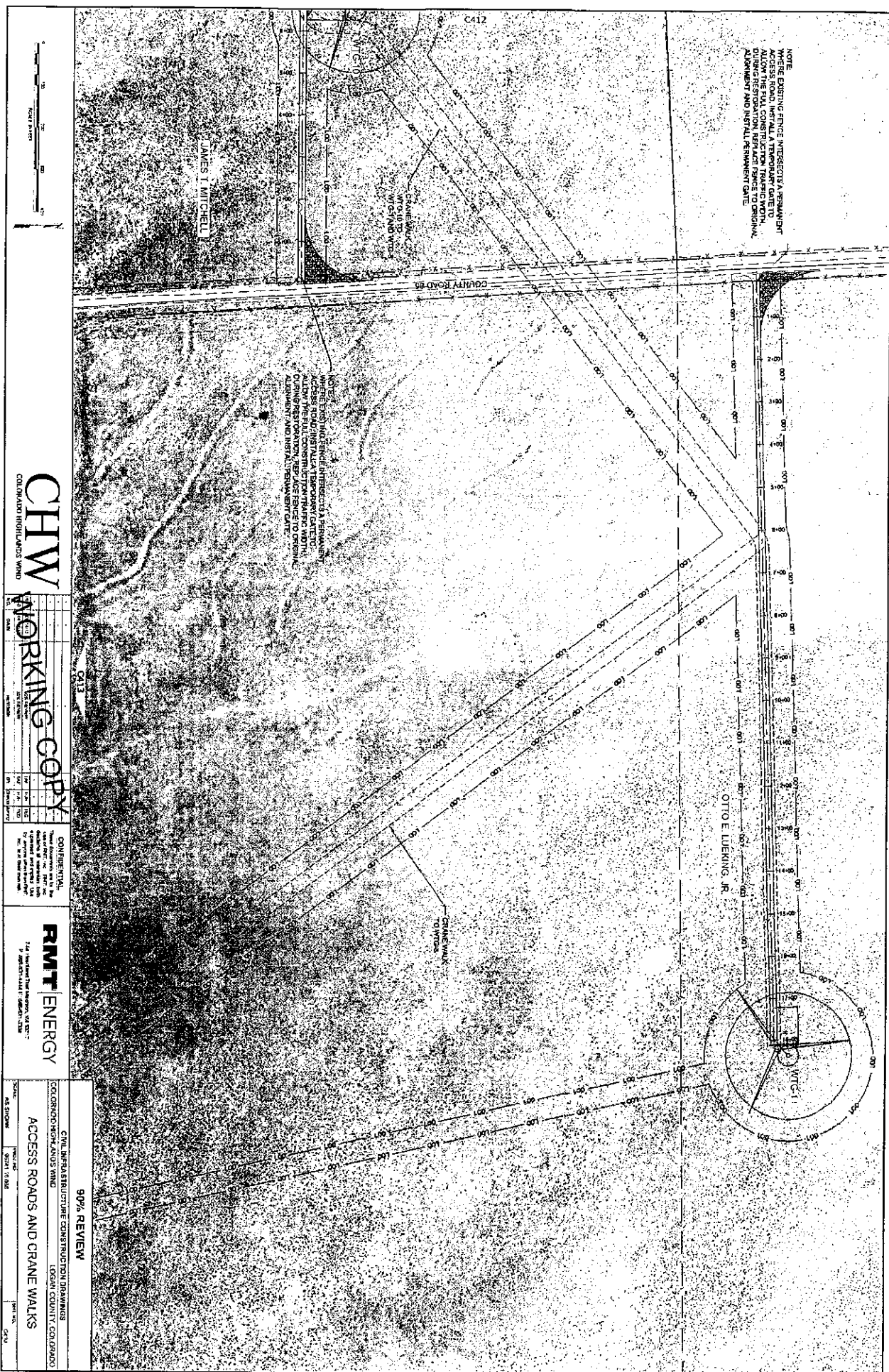
Bruce Pohlman

Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



Nov. 11 1912

THE UNITED STATES OF AMERICA.

Sterling 03369

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. _____

APPLICATION _____

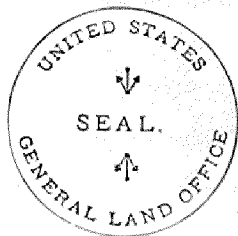
Whereas, *a certificate of the Register of the Land Office at Sterling Colorado,*
 has been deposited in the General Land Office of the
 United States a Certificate of the Register of the Land Office at _____, Colorado,
 whereby it appears that, pursuant to the Act of Congress approved 20th ^{20,} May, 1862, "TO SECURE HOMESTEADS
 TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of
Colonel E. Mathews
 has been established and duly consummated,
 in conformity to law, for the _____

*Southwest quarter of Section Nineteen in
 Township Nine North of Range Forty-eight West of the
 Sixth Principal Meridian, Colorado, containing one hundred
 fifty-six and eighty-seven-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;
~~and to~~ *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 pene-~~
~~trate 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 H. Taft* 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
Twelve, and of the Independence of the United States the one hundred
 and *Thirty-seventh*

By the President:
Patent Number 298800
 Recorded, Colorado Pat.

By *M. P. Le Roy* Secretary.

Page _____

John O'Connell, Acting Recorder of the General Land Office.

Filed for Record the *13* day of *Feb.* A. D. 19*13*, at *9⁴⁰* o'clock *A.*M.

Una B. Nesner Recorder.

By _____ Deputy.

No 60293

4-1000.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

May 8 1914
Sterling 06810

THE UNITED STATES OF AMERICA.

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

Deander Mathews has been established and duly consummated, in conformity to law, for the east half of the northeast quarter and the east half of the southeast quarter of Section nineteen in Township nine north of Range forty-eight west of the ninth 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 thirtieth day of April, in the year of our Lord one thousand nine hundred and fourteen and of the Independence of the United States the one hundred and thirty-eighth

BY THE PRESIDENT:

By

M. P. De Roy SECRETARY.L. B. Lamar

Recorder of the General Land Office.

Recorded: Patent No. 401998

Filed for Record the 1 day of Aug A. D. 19 14, at 10³⁰ o'clock A.M.

By Uma B. Kerner RECORDER.By H. K. Wheeler DEPUTY.

Jul 29 1916
Sterling 06809

THE UNITED STATES OF AMERICA.

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 Colonel E. Matthews has been established and duly consummated, in conformity to law, for the

west half of the northeast quarter and the east half of the northwest quarter of Section nineteen in Township nine north of Range forty eight 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 Twenty-second day of July, in the year of our Lord one thousand nine hundred and Sixteen and of the Independence of the United States the one hundred and Forty-first.

BY THE PRESIDENT:

By M. P. Le Roy SECRETARY.

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



Recorded: Patent No. 539178

Filed for Record the 19 day of Aug, A. D. 1920, at 8⁵⁰ o'clock A.M.

Mabel E. Whitely RECORDER.
By _____ DEPUTY.

No. 119094

Form 1-1923.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

Mar. 2. 1916

Sterling 021425

THE UNITED STATES OF AMERICA.

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 full payment has been made by the claimant Herbert C. English according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act-making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the

Northwest quarter of the Southeast quarter of Section nineteen in Township nine north of Range forty-eight west of the Sixth Principal Meridian, Colorado, containing 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 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, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described: To HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said 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 February in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States the one hundred and fortieth.

BY THE PRESIDENT:

By M. K. Gulick Assistant Secretary.L. Q. Lamar

Recorder of the General Land Office.

Recorded: Patent Number 515260Filed for record at 3²⁵ o'clock P. M., Aug. 30 A. D. 1916.Mabel E. Whiteley

Recorder.

By

Deputy.

QUITCLAIM DEED BOOK 766 PAGE 37

STEPHEN MERRILL MALONE, a single man, whose address is The Myron Stratton Home, 2525 Highway 115 South, Colorado Springs, Colorado, for consideration paid, hereby sells and quitclaims to RUTH ANN MALONE PAGE, a married woman as her sole and separate property, whose address is 3400 Florida N. E., Albuquerque, New Mexico 87110 the following described real property in the County of Logan and State of Colorado, to-wit:

An undivided one-half mineral interest in the West one-half of the Northwest one-quarter of Section 19, Township 9, Range 48W.

State Documentary Fee
Date 5-27-82
\$ None

with all its appurtenances.

SIGNED THIS 19th DAY OF May, 1982.

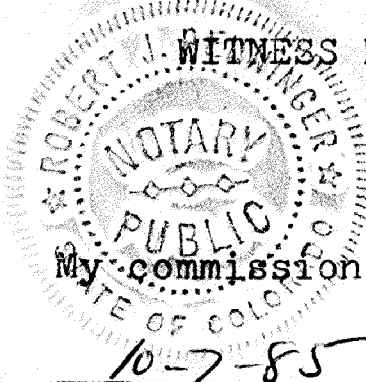
Stephen Merrill Malone

A C K N O W L E D G M E N T

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

The foregoing instrument was acknowledged before me this 19th day of May, 1982, by STEPHEN MERRILL MALONE.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public

WARRANTY DEED

DALE C. LINDSTROM AND JANET M. LINDSTROM, husband

(Grantors)

and wife,

whose address is Route No. 2, Fleming,

*County of Logan, State of

Colorado

, for the consideration of
Ten Dollars and other good and valuable consideration,

~~to wit~~ in hand paid, hereby sell(s)

and convey(s) to GILBERT LINDSTROM AND VIOLET LINDSTROM,

whose legal address is Route 3, Sterling,

County of Logan, and State of Colorado

the following real property in the County of Logan, and State of

Colorado, to wit:

The Southwest Quarter (SW $\frac{1}{4}$) and the Northwest
Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of
Section Nineteen (19), Township Nine (9) North,
Range Forty-eight (48) West of the Sixth
Principal Meridian, Logan County, Colorado;

TOGETHER WITH Grantors' interest in all oil, gas
and other minerals, in and under and that may be
produced from the above-described premises;

also known by street and number as

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for the year 1986, due and
payable in 1987, and thereafter; subject to existing roads, public highways, estab-
lished easements and rights-of-way; subject to rights and liabilities by reason of
inclusion of described premises in special assessment districts of record; subject
to oil, gas and mineral reservations and conveyances of record

Signed this 26th day of December, 1986.

Dale C. Lindstrom, husband

Janet M. Lindstrom, wife

STATE OF COLORADO,

County of Logan } ss.

The foregoing instrument was acknowledged before me this 26th day of December, 1986,
by Dale C. Lindstrom and Janet M. Lindstrom, husband and wife.

My commission expires Witness my hand and official seal.

My Commission Expires Mar. 11, 1990

ROTARY PUBLIC
NOTARY PUBLIC
BETTY L. NELSON

*If in Denver, insert "City and."

**RESOLUTION
NO. 2009-5
Subdivision Exemption**

WHEREAS, Colorado Highlands Wind, LLC on behalf of Otto E. Lueking Jr. have petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following legally described property:

IN RE: A parcel of land in the W½ of Section 19, Township 9 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described on the Official Subdivision Exemption Plat No. 2009-4 for Otto E. Lueking Jr.

from the definitions of "Subdivision" or "Subdivision Land" and that the above premises are not within the purposes of C.R.S. § 30-28-101, and Senate Bill 35, adopted by the Colorado General Assembly in 1972; and

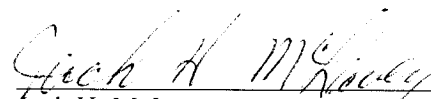
WHEREAS, this 5.02-acre tract is subdivided from a 640-acre parcel in an "A" Agricultural District, and

WHEREAS, the Planning Commission recommended an approval of this application after studying the staff review, and taking testimony from the applicant on November 18, 2008; and the Board of County Commissioners approved the recommendation on November 25, 2008.

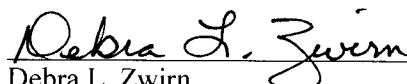
NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. § 30-28-101(10)(d), the above described property is exempt from the definition of "Subdivision" or "Subdivided Land" as set forth in C.R.S. § 30-28-101, provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

DONE on Tuesday, this 10th day of February, 2009.

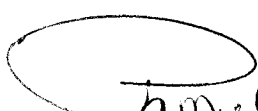
LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

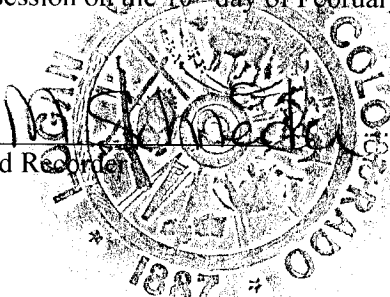

Jack H. McLavey (Aye)(Nay)


James Edwards (Aye)(Nay)


Debra L. Zwirn (Aye)(Nay)

I, Pamela M. Schneider, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 10th day of February, 2009.


County Clerk and Recorder



for OTTO E. LUEKING JR.

1. AME M. KOGRE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRODUCED BY THIS PLAN WAS MADE UNDER MY SUPERVISION AND THE MEASUREMENTS SHOWN THEREON ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AME M. KOGRE
FOR AND ON BEHALF OF
LEIBERT MEASUREMENT ASSOCIATES, INC.
PLAN NO. 23048

[illegible]

OTTOE LUDWIG JR. BEING THE SOLE OWNER IN FEE OF THE ABOVE DESCRIBED PROPERTY DOES HEREBY
DIVIDE THE SAME AS SHOWN ON THIS MAP

NOT FOR PUBLICATION
DATE 5-13-2011
BY SP-13-2011
THE FOLLOWING DOCUMENT WAS RECORDED BEFORE
ME ON MAY 13, 2011
AT 1:00 PM
IN THE COUNTY OF COLORADO
NOTARY PUBLIC
STATE OF COLORADO

THIS PLOT IS ACCEPTED AND APPROVED FOR FILING THIS 10th DAY OF February 2009

State of Illinois
JANUARY 11 1964
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
JAMES M. SCHNEIDER
COUNTY CLERK AND RECORDER

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION 1991-09 RECORDED SEPTEMBER 2 1999, IN BOOK 925 AT PAGE 400 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

EASEMENT INFORMATION AS PER STEWART TITLE OF STERLING, COLORADO ORDER NUMBER 2005

[illegible]

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

REVISIONS						
1-28-09						
LEIBERT-MATEE & ASSOCIATES, INC.	P.O. BOX 442	615 SOUTH TENTH AVENUE				
STROCK CO.	BOX 51	970-522-1960				
TITLE	SUBURBAN ELEMANTARY PLAT NO. _____					
	SECTION 10, TOWNSHIP 1N, RANGE OF THE					
	W1/2 OF SECTION 19, 18N., R48W OF THE					
	BIT P.M.L. LOHAN COUNTY, COLORADO					
SCALE: 1" = 500'	DRAWN BY:	CHECKED BY:				
DATE: 10-3-08	DR. BY:	CHK. BY:				
			DRAWING NO.			
			SHEET 1 of 1			

**RESOLUTION
NO. 2012-11
Subdivision Exemption**

WHEREAS, Otto E Lueking, Jr. has petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following legally described property:

IN RE: A parcel of land in the Northwest Quarter (NW1/4) of Section 19, Township 9 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

- Commencing at a point from whence the Northwest corner of said Section 19 bears North 19°42'30" West a distance of 1801.83 feet to the True Point of Beginning; thence North 89°18'15" East a distance of 625.00 feet; thence South 0°41'45" East a distance of 350.00 feet; thence South 89°18'15" East a distance of 625.00 feet; thence North 0°41'45" West a distance of 350.00 feet to the Point of Beginning and containing 5.02 acres, more or less, together with a 30 foot Public Access Easement in the Northwest Quarter (NW1/4) of Section 19, Township 9 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 15 feet on each side of the following described centerline:
- Commencing at the Northwest corner of said Section 19; thence South 0°41'45" East along the West line of said Section 19 a distance of 1988.56 feet to the True Point of Beginning; thence North 89°18'15" East a distance of 587.00 feet and terminating on the West line of the above described parcel. The sidelines of said easement to be shortened or extended to terminate on the West line of said Section 19 and on the West line of the above described parcel, subject to the County Road Right-of-Way along the West line of said Section 19
- The above described parcel as represented on official Subdivision Exemption Plat #2012-3

from the definitions of "Subdivision" or "Subdivision Land" and that the above premises are not within the purposes of C.R.S. § 30-28-101, and Senate Bill 35, adopted by the Colorado General Assembly in 1972; and


WHEREAS, this 5.02 acre tract is subdivided from a 472.98 acre Agricultural parcel, in an "A" Agricultural District, and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of this application after reviewing the application, studying the staff review, and reviewing the plat on April 5, 2012 and The Logan County Board of County Commissioners approved the recommendation on April 10, 2012.


NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. § 30-28-101(10)(d), the above described property is exempt from the definition of "Subdivision" or "Subdivided Land" as set forth in C.R.S. § 30-28-101, provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

DONE on Tuesday, this day of April 10, 2012.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

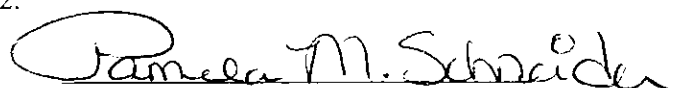

David G. Donaldson (Aye)(Nay)


James Edwards (Aye)(Nay)


Debra L. Zwirn (Aye)(Nay)

I, Pamela M. Schneider, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the this day of April 10, 2012.




County Clerk and Recorder

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 8 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto E. Lueking Jr. property located in the Northwest quarter of Section 19 of Township 9 North Range 48 West; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located (**Circle One**) along, ~~under, or across~~ County Road 85, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012**.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: 1 of 2 driveway access for temporary laydown yard.

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson
David G Donaldson (Aye) (Nay)

Jim Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zwiern
Debra Zwiern (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

Bruce Pohlman
Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____

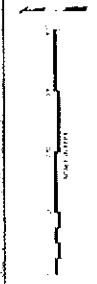
Pamela H. Bacon Clerk & Recorder, Logan County, Co

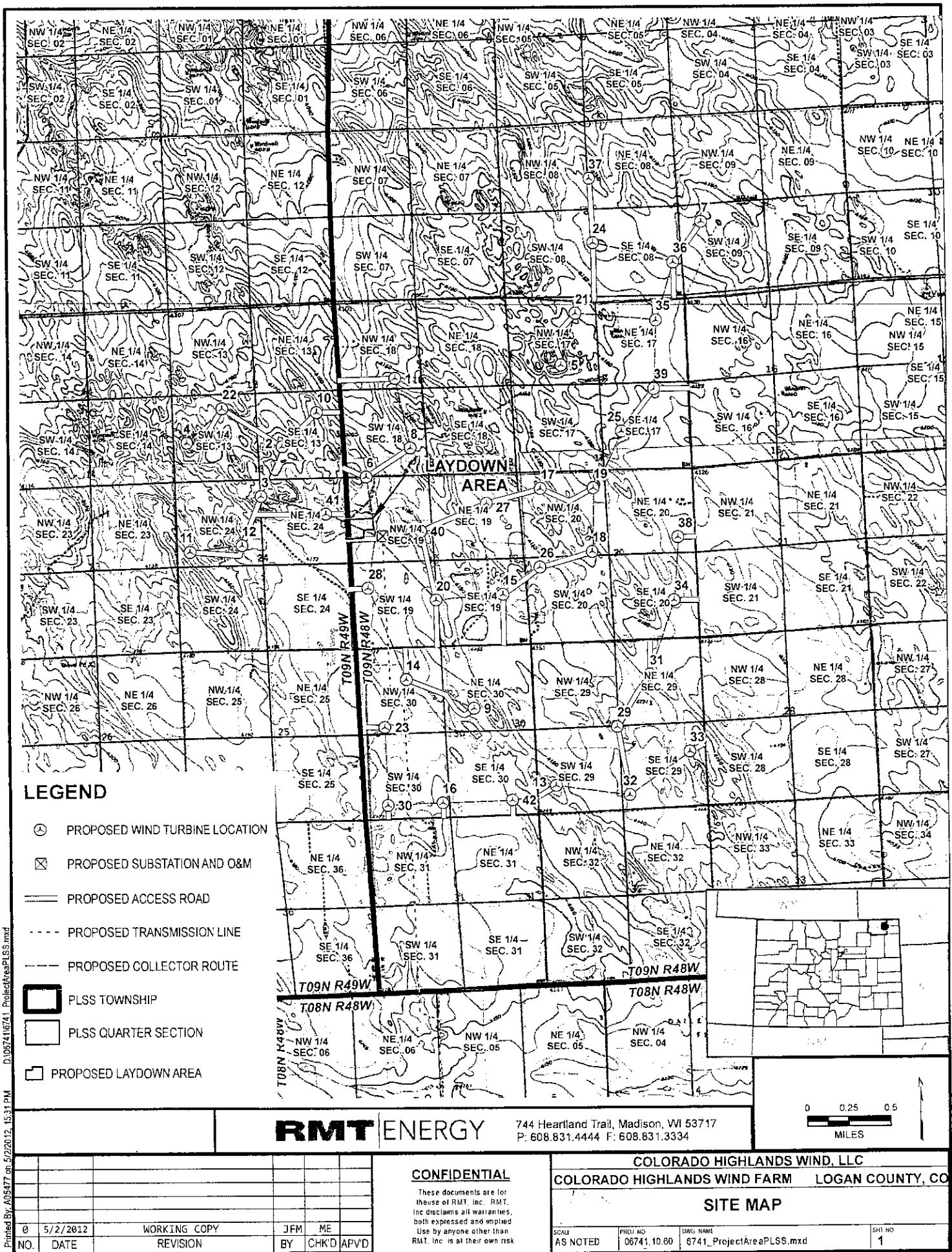


CHW
CHICKAWAT HIGHLANDS WIND

RMT ENERGY
12200 N. 100TH ST. SUITE 100
EDMONT, ALBERTA T6E 4E1 CANADA

30% REVIEW
CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS
COLORADO HIGHLANDS WIND
LUCAS COUNTY, COLORADO
ACCESS ROADS AND CRANE WALKS
SCALE: AS SHOWN 1"=500' 1"=100'





- AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**
INDIVIDUAL PERMIT

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: 2 of 2 driveway access for temporary laydown yard.

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson (Ave) (Nay)

James Edwards
Jim Edwards (Ave) (Nay)

Debra L. Zwirn
Debra Zwirn (Ave) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



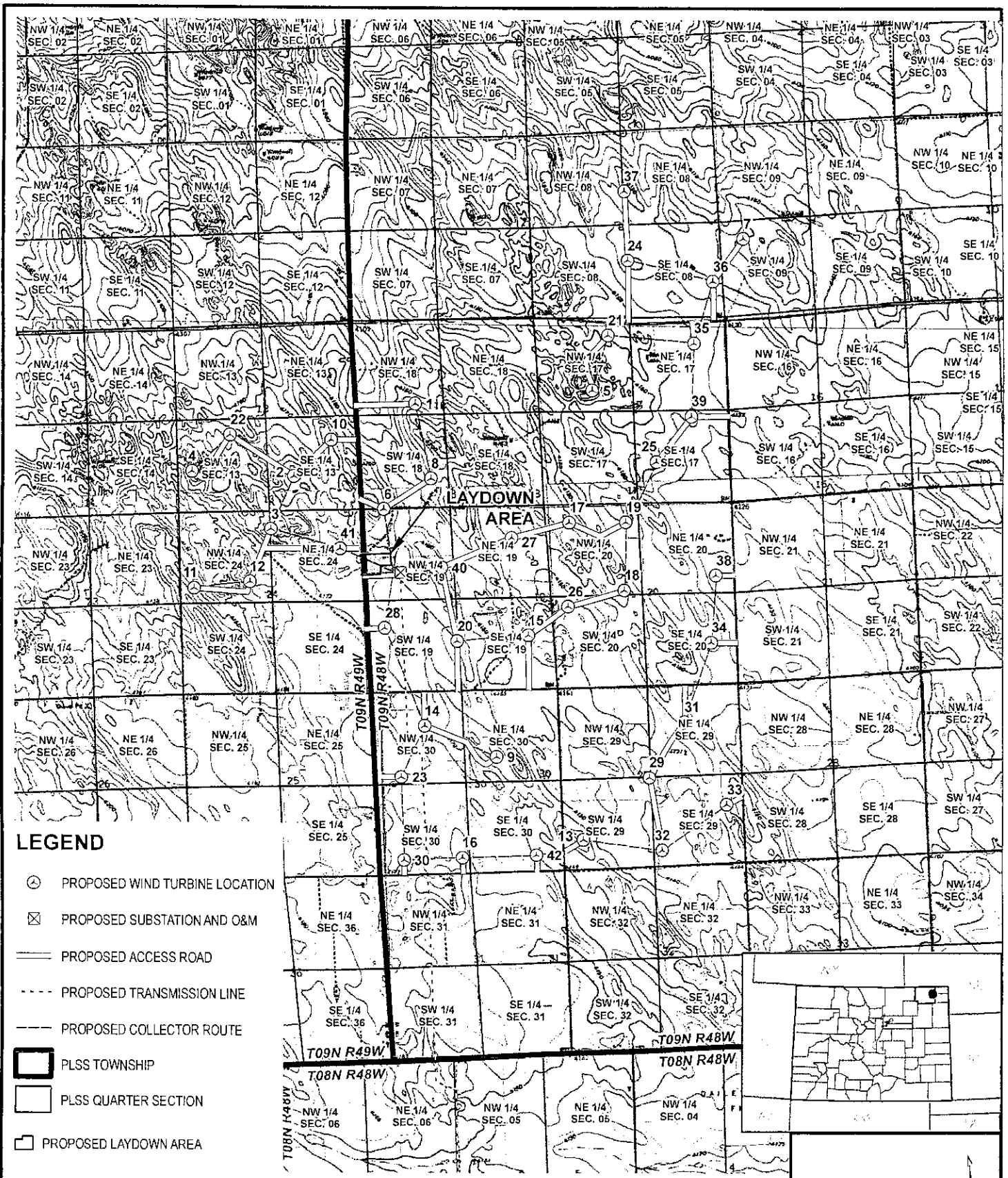
CHW
COLORADO HIGHLANDS WIND

100'	200'	300'	400'	500'	600'	700'	800'	900'	1000'
0	100	200	300	400	500	600	700	800	900

CONFIDENTIAL
This drawing is the property of CHW and is not to be reproduced or used in any way without the written consent of CHW.

RMT ENERGY
10000 E. 100th Ave., Suite 100
Denver, CO 80231

30% REVIEW
CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS
COLORADO HIGHLANDS WIND
LOGAN COUNTY, COLORADO
ACCESS ROADS AND CRANE WALKS
DATE: 05/10/2012
BY: [Signature]



LEGEND

- ⊙ PROPOSED WIND TURBINE LOCATION
- ⊠ PROPOSED SUBSTATION AND O&M
- PROPOSED ACCESS ROAD
- PROPOSED TRANSMISSION LINE
- - - PROPOSED COLLECTOR ROUTE
- PLSS TOWNSHIP
- PLSS QUARTER SECTION
- PROPOSED LAYDOWN AREA

RMT ENERGY

744 Heartland Trail, Madison, WI 53717
P: 608.831.4444 F: 608.831.3334

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MILES

CONFIDENTIAL

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Use by anyone other than
RMT, Inc. is at their own risk

COLORADO HIGHLANDS WIND, LLC

COLORADO HIGHLANDS WIND FARM LOGAN COUNTY, CO

SITE MAP

NO.	DATE	REVISION	BY	CHKD	APVD
0	5/2/2012	WORKING COPY	JFM	ME	

SCALE	PROJ. NO.	DWG. NAME	SHEET NO.
AS NOTED	06741.10.60	6741_ProjectAreaPLSS.mxd	1

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 8 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto E. Lueking Jr. property located in the Northwest quarter of Section 19 of Township 9 North Range 48 West; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located **(Circle One)** along, ~~under, or across~~ County Road 85, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012.**
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: driveway access O&M bldg. Substation

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson
David G. Donaldson (Aye) (Nay)

James Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zivrin
Debra Zivrin (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

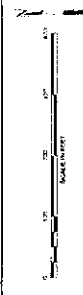
Printed name

Bruce Pohlman
Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



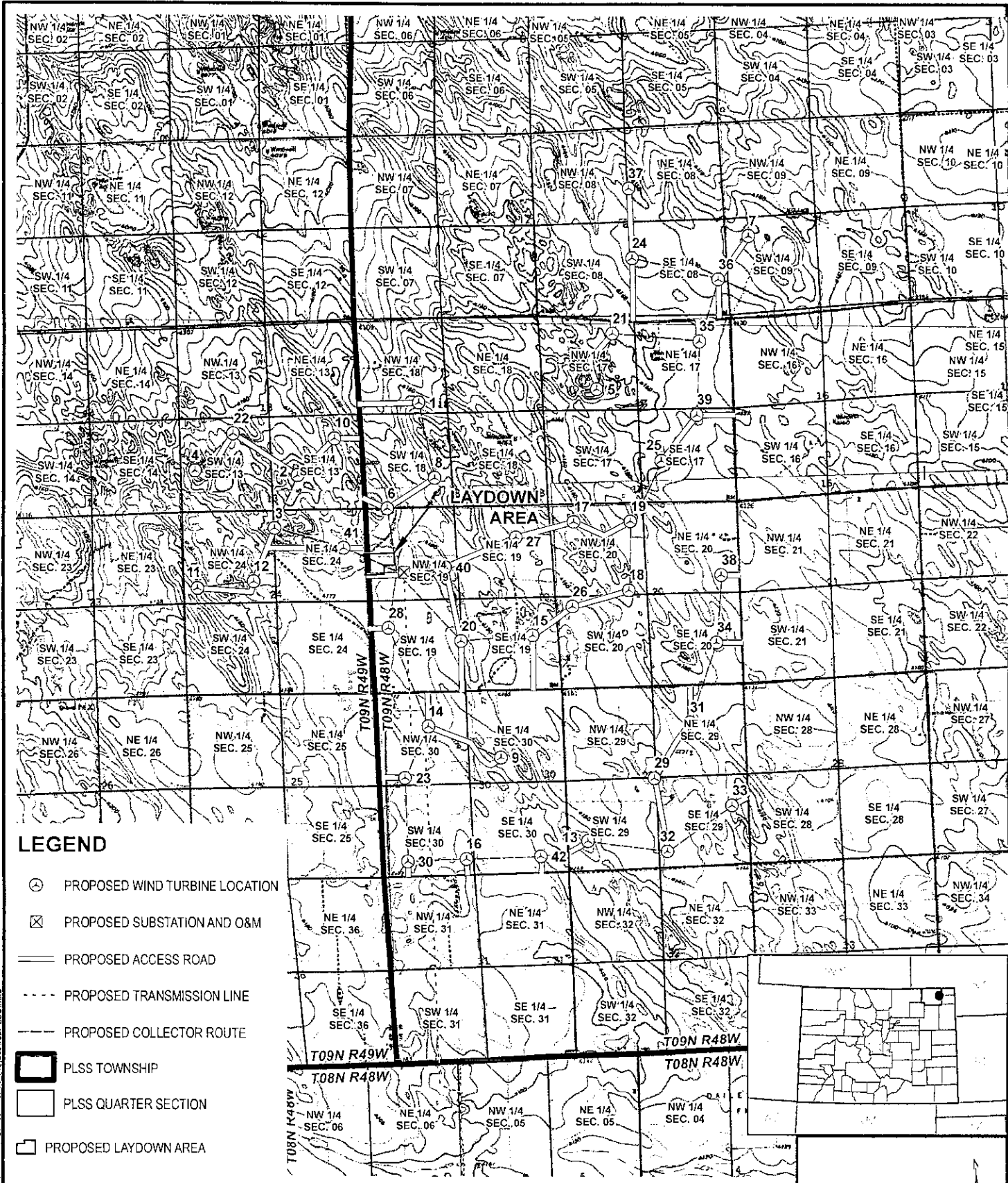
CHW
COLORADO HIGHLANDS WIND

CONFIDENTIAL

NO.	DATE	BY	REVISION
1	05/10/2012	CHW	ISSUED FOR REVIEW
2	05/10/2012	CHW	REVISED
3	05/10/2012	CHW	REVISED
4	05/10/2012	CHW	REVISED
5	05/10/2012	CHW	REVISED
6	05/10/2012	CHW	REVISED
7	05/10/2012	CHW	REVISED
8	05/10/2012	CHW	REVISED
9	05/10/2012	CHW	REVISED
10	05/10/2012	CHW	REVISED

RMT ENERGY
154 West 1st Avenue, Suite 100
402-471-1111, 402-471-1334

30% REVIEW
CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS
COLORADO HIGHLANDS WIND
LOCAL COUNTY, COLORADO
ACCESS ROADS AND CRANE WALKS
DATE: 05/10/2012
BY: CHW



LEGEND

- ⊙ PROPOSED WIND TURBINE LOCATION
- ⊗ PROPOSED SUBSTATION AND O&M
- PROPOSED ACCESS ROAD
- - - PROPOSED TRANSMISSION LINE
- - - PROPOSED COLLECTOR ROUTE
- PLSS TOWNSHIP
- PLSS QUARTER SECTION
- PROPOSED LAYDOWN AREA

RMT ENERGY

744 Heartland Trail, Madison, WI 53717
P: 608.831.4444 F: 608.831.3334

0 0.25 0.5
MILES

CONFIDENTIAL

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both expressed and implied
Use by anyone other than
RMT, Inc is at their own risk

COLORADO HIGHLANDS WIND, LLC
COLORADO HIGHLANDS WIND FARM LOGAN COUNTY, CO

SITE MAP

0	5/2/2012	WORKING COPY	JFM	ME
NO.	DATE	REVISION	BY	CHK'D / APVD

SCALE	PROJ NO	DWG NAME	SHEET NO
AS NOTED	08741.10.60	6741_ProjectAreaPLSS.mxd	1

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 29 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

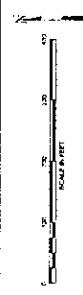
WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto E. Lueking Jr. property located in the Southwest quarter of Section 19 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located **(Circle One)** along, under, or across County Road 85, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012.**
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will



AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 29 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto. E. Lueking Jr. property located in the Southwest quarter of Section 19 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located (**Circle One**) along, under, or across County Road 42, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than** December 15, 2012.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will

remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: driveway access to turbines 20, 40, 27, 17, and 19
- _____
- _____
- _____

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson

David G. Donaldson (Aye) (Nay)

James Edwards

Jim Edwards (Aye) (Nay)

Debra L. Zwirn

Debra Zwirn (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

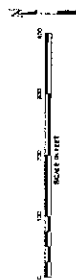
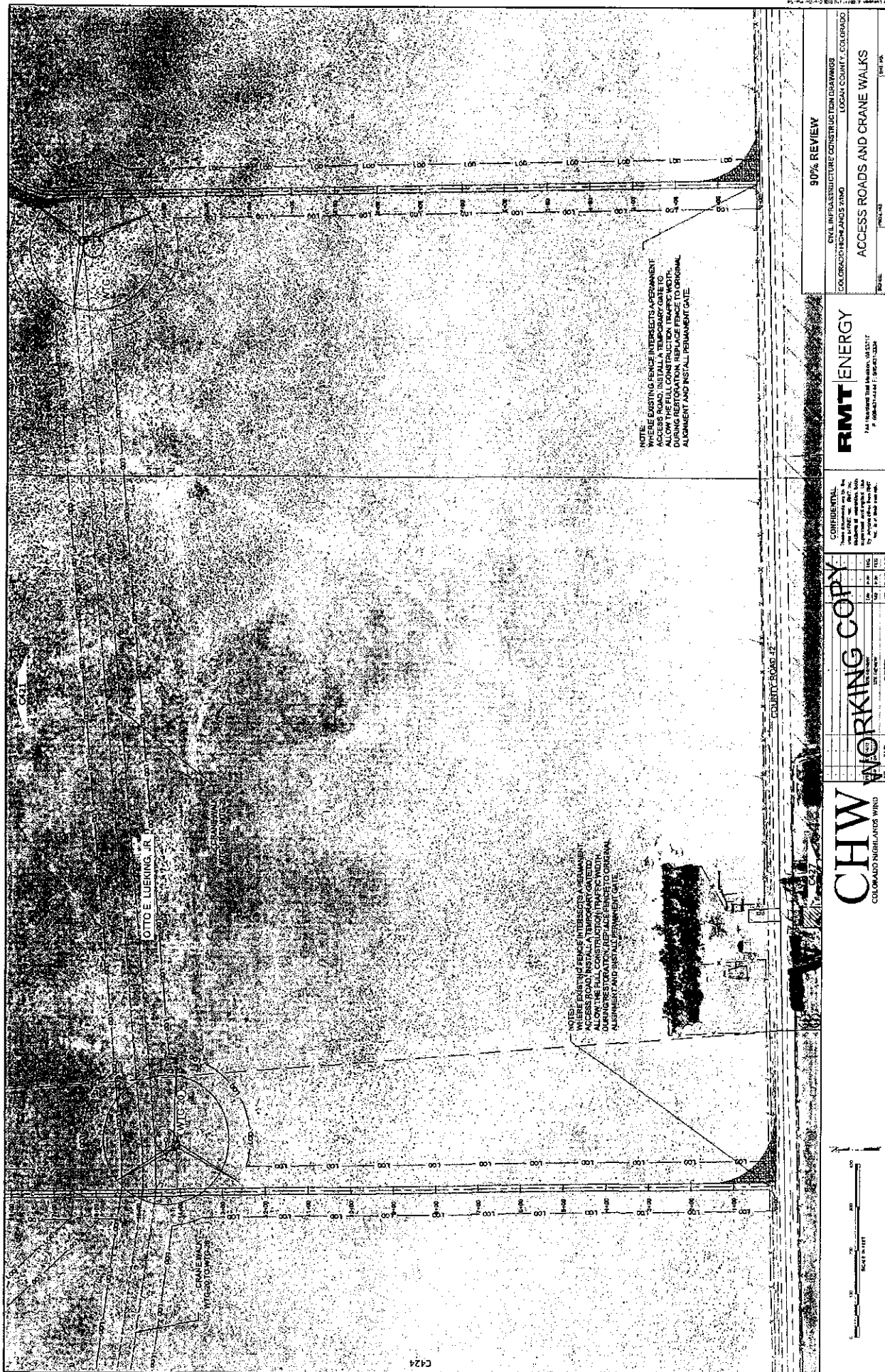
Bruce Pohlman

Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



CHW
COLORADO MERRILLANDS WIND

WORKING COPY

CONFIDENTIAL
This drawing is the property of RMT Energy, Inc. and is not to be reproduced or used in any manner without the written consent of RMT Energy, Inc. The company shall be held harmless for any and all damages, including attorney's fees, arising from the use of this drawing.

RMT ENERGY
7440 Woodland Trail, Boulder, CO 80501
P: (303) 440-1100 F: (303) 440-1101
E: rmt@rmtenergy.com C: RMT ENERGY

CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS
LOGAN COUNTY, COLORADO
ACCESS ROADS AND CRANE WALKS
90% REVIEW
RMT ENERGY
7440 Woodland Trail, Boulder, CO 80501
P: (303) 440-1100 F: (303) 440-1101
E: rmt@rmtenergy.com C: RMT ENERGY

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 29 day of May, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

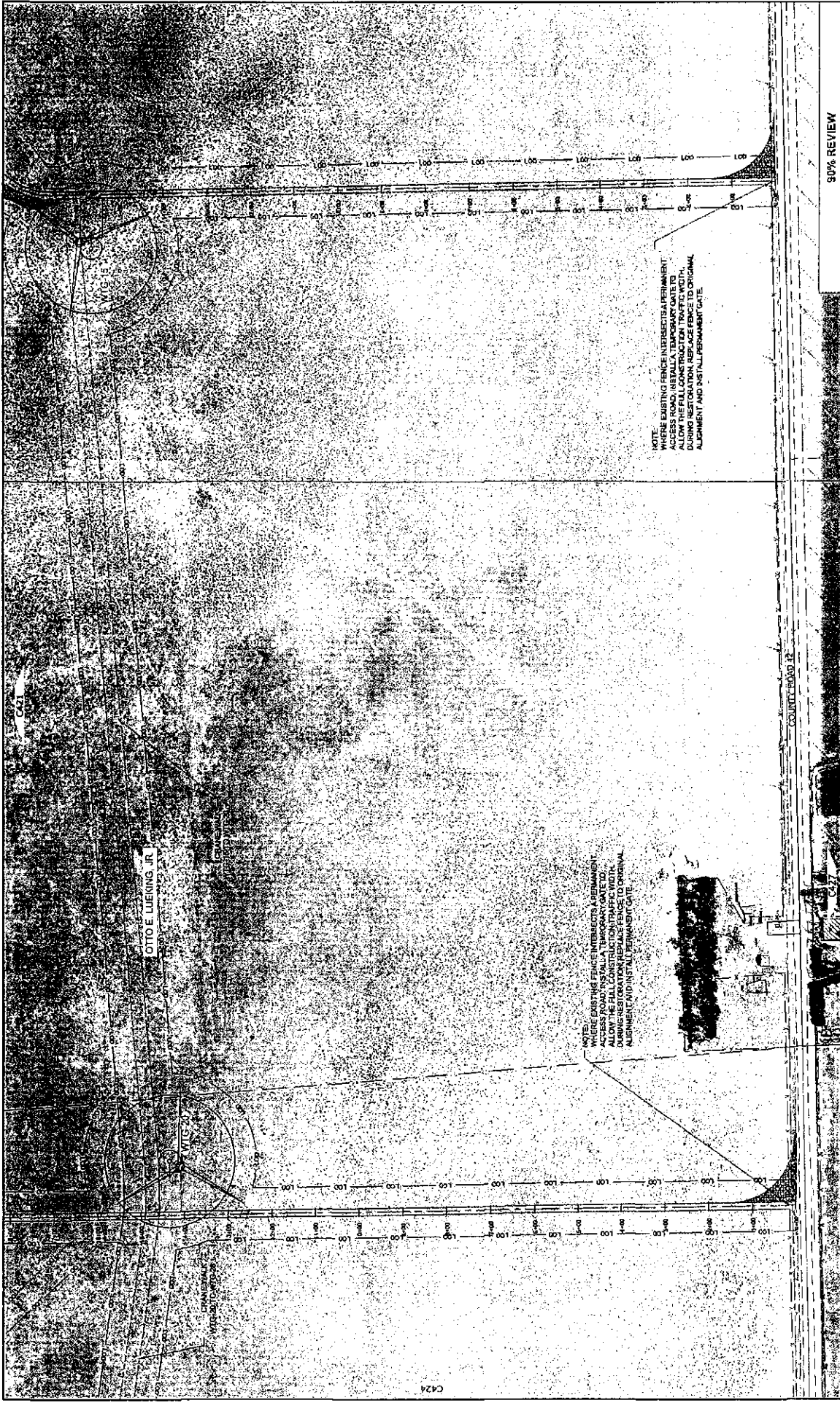
WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Otto. E. Lueking Jr. property located in the Southeast quarter of Section 19 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located (**Circle One**) along, ~~under, or across~~ County Road 42, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct a driveway, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than** December 15, 2012.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said driveway construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will



NOTE: WHERE EXISTING FENCE INTERSECTS A PERMANENT ACCESS ROAD, INSTALL A TEMPORARY GATE TO ALLOW THE FULL CONSTRUCTION TRAFFIC WIDTH. DURING RESTORATION, REPLACE FENCE TO ORIGINAL ALIGNMENT AND INSTALL PERMANENT GATE.

NOTE:
WHERE EXISTING FENCE INTERSECTS A PERMANENT
ACCESS ROAD, INSTALL A TEMPORARY GATE TO
ALLOW THE FULL CONSTRUCTION TRAFFIC WIDTH.
DURING RESTORATION, REPLACE FENCE TO ORIGINAL
ALIGNMENT AND REINSTALL PERMANENT GATE

90% REVIEW

COLORADO HIGHLANDS WIND CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS LOGAN COUNTY, COLORADO

ACCESS ROADS AND CRANE WALKS

EVERETT ENERGY

PRIMA ENERGIA

CONFIDENTIAL

Union of RENT, INC. RENT, INC.
blockchain of resources with
superior and highly like

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/20	OPENING BALANCE		
1/15/20	SALES		
1/20/20	PAYROLL		
1/25/20	RENT		
1/30/20	UTILITIES		
2/1/20	CLOSING BALANCE		

WORKING COPY

CLIX

 0-07-042000-1

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 19 day of June, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Harold Kues property located in the Northwest quarter of Section 30 of Township 9 North, Range 48 West and Otto E. Lueking Jr. property located on the Southwest quarter of Section 19 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct an electrical collector crossing which will be located (Circle One) along, under, or across County Road 42, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct an electrical collector crossing, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012**.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said electrical collector crossing construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: just west of turbine 14 driveway

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson
David G Donaldson (Aye) (Nay)

James Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zwirn
Debra Zwirn (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

Bruce Pohlman
Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 19 day of June, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Donald R. Larson property located in the Southeast quarter of Section 20 of Township 9 North, Range 48 West and Maynard and Keith Yost property located on the Northeast quarter of Section 29 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct an electrical collector crossing which will be located (Circle One) along, under, or across County Road 42, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct an electrical collector crossing, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012**.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said electrical collector crossing construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: just east of turbine 31 driveway

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

David G. Donaldson
David G Donaldson (Aye) (Nay)

James Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zwirn
Debra Zwirn (Aye) (Nay)

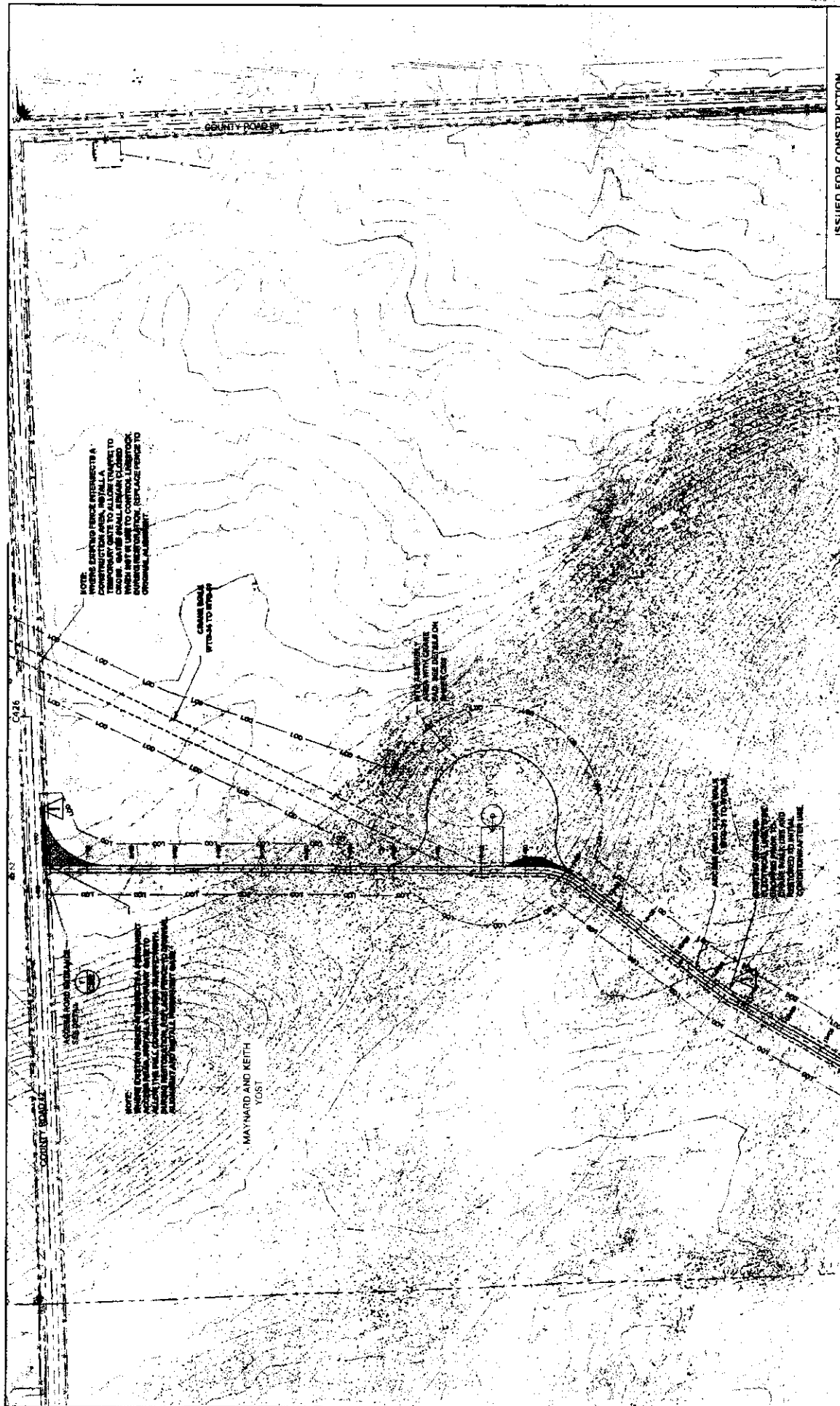
Individual Right-of-Way Permit Applicant:

Bruce Pohlman
Printed name
Bruce Pohlman
Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



ISSUED FOR CONSTRUCTION

CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS

ACCESS ROADS AND CRANE WALKS

BMT ENERGY

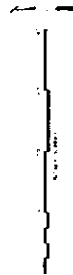
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CONFIDENTIAL

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CHW

COLONIAL MILITARY MUSEUM



AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 19 day of June, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Neal R. Anderson property located in the Northeast quarter of Section 17 of Township 9 North, Range 48 West and James Vanedbark property located on the Northeast quarter of Section 17 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct an electrical collector crossing which will be located **(Circle One)** along, under, or across County Road 46, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct an electrical collector crossing, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than** December 15, 2012.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said electrical collector crossing construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: between turbine 35 and turbine 36 driveways

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

David G. Donaldson
David G Donaldson (Aye) (Nay)

James Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zwirn
Debra Zwirn (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

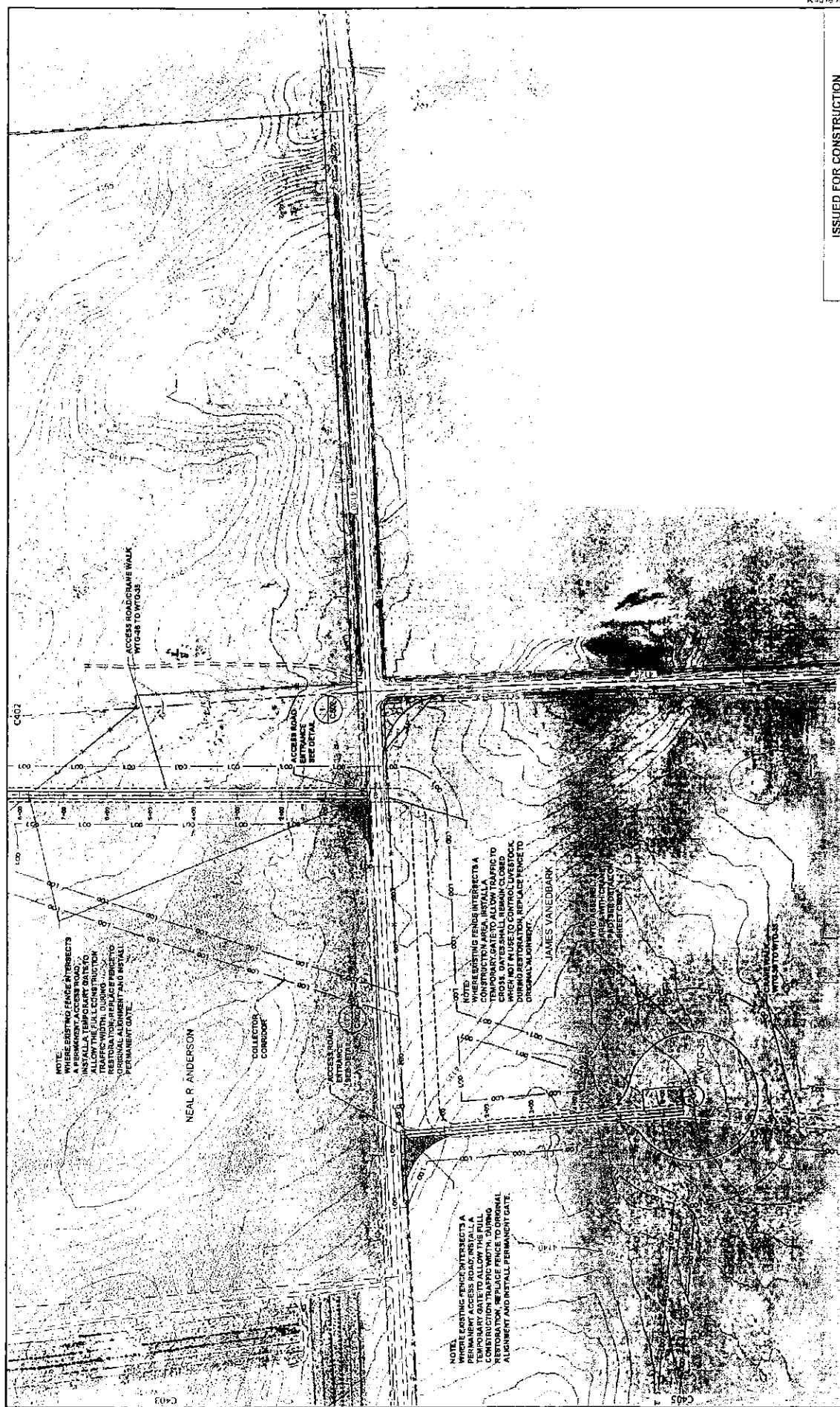
Printed name

Printed name _____
Signature Bruce Pollman

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



CHW
COLORADO HIGHWAYS WIND

[illegible]

RMT ENERGY
7441 MacArthur Blvd. Houston, TX 77057
☎ 281-437-1444 • FAX 281-437-1334

ISSUED FOR CONSTRUCTION	CIVIL INFRASTRUCTURE CONSTRUCTION DRAWINGS LOGAN COUNTY, COLORADO	NO. 10
CO. GRADY HIGHWAYS 7400		
ACCESS ROADS AND CRANE WALKS		
DATE: 10/1/02	BY: J. R. RAY	
APP: J. R. RAY	CHECK: J. R. RAY	

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 19 day of June, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the James T. Mitchell property located in the Northeast quarter of Section 24 of Township 9 North, Range 49 West and Otto E. Lueking Jr. property located on the Northwest quarter of Section 19 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct an electrical collector crossing which will be located **(Circle One)** along, under, or across County Road 85, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct an electrical collector crossing, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than December 15, 2012**.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said electrical collector crossing construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: between turbine 41 driveway and laydown yard driveway

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson
David G Donaldson (Aye) (Nay)

Jim Edwards
Jim Edwards (Aye) (Nay)

Debra L. Zwirn
Debra Zwirn (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

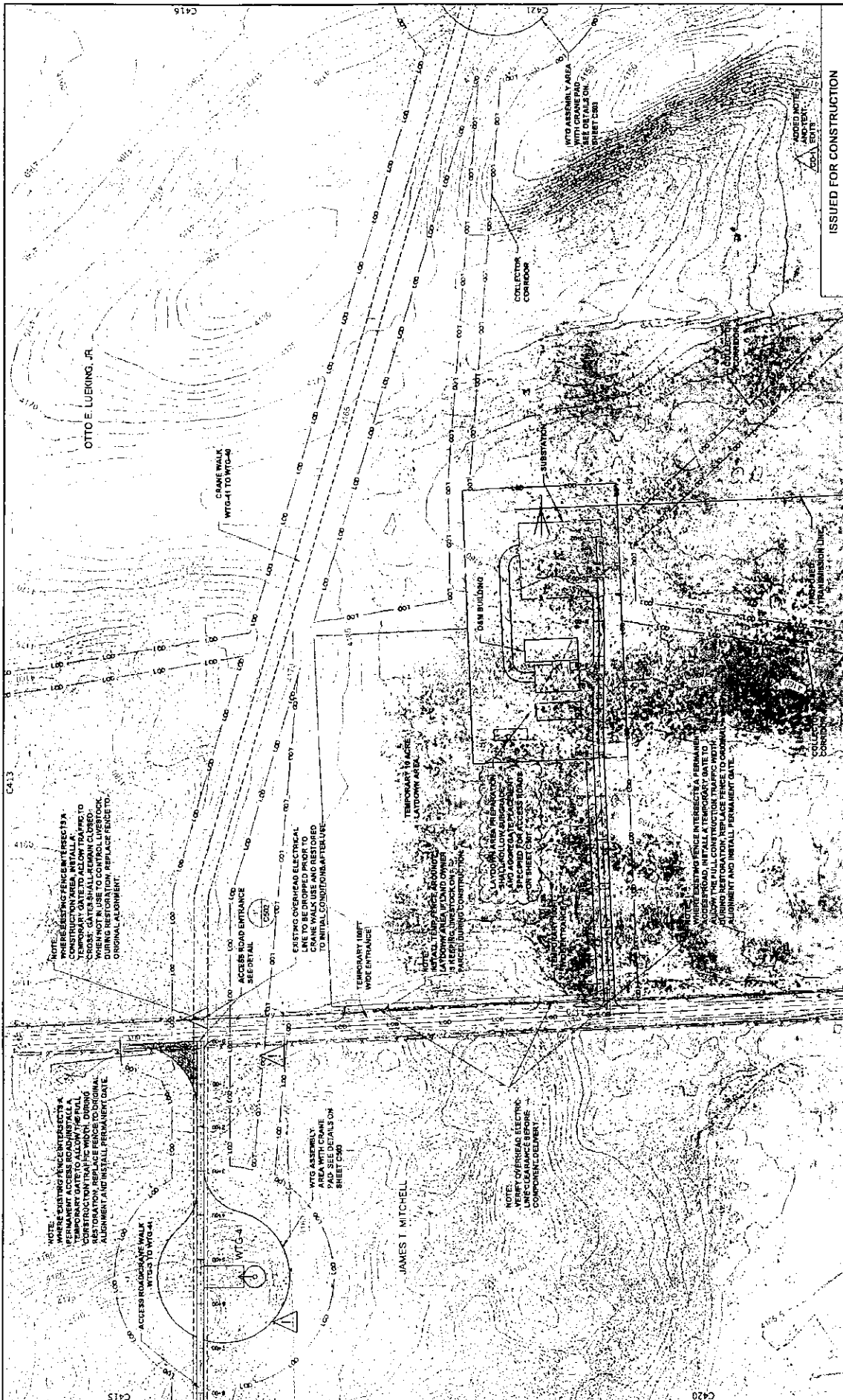
Bruce Pohlman
Printed name

Bruce Pohlman
Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



CHW
 COLORADO HIGHLANDS WIND

RMT ENERGY
 14400 E. 1st Avenue, Suite 100
 Aurora, CO 80012

ISSUED FOR CONSTRUCTION

ACCESS ROADS AND CRANE WALKS

CONFIDENTIAL

THIS DRAWING IS THE PROPERTY OF CHW. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CHW.

DATE: 05/20/2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this 19 day of June, 2012, by and between the County of Logan, State of Colorado, hereinafter called "County", and Colorado Highlands Wind, the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): the Maynard and Keith Yost property located in the Southwest quarter of Section 29 of Township 9 North, Range 48 West and Phillip Hart property located on the Southeast quarter of Section 30 of Township 9 North, Range 48 West; and

WHEREAS, Applicant desires to install and construct an electrical collector crossing which will be located **(Circle One)** along, under, or across County Road 87, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct an electrical collector crossing, described above, in the right of way of said property, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible and has been approved. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
4. All work authorized by this Agreement **shall be completed no later than** December 15, 2012.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction.
6. All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
7. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
8. Applicant hereby releases the County from any liability for damages caused by said electrical collector crossing construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

9. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
10. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
11. Other Provisions: at turbine 13 driveway

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

David G. Donaldson
David G Donaldson (Aye) (Nay)
James Edwards
Jim Edwards (Aye) (Nay)
Debra L. Zwirn
Debra Zwirn (Aye) (Nay)

Individual Right-of-Way Permit Applicant:

Bruce Pohlman

Printed name

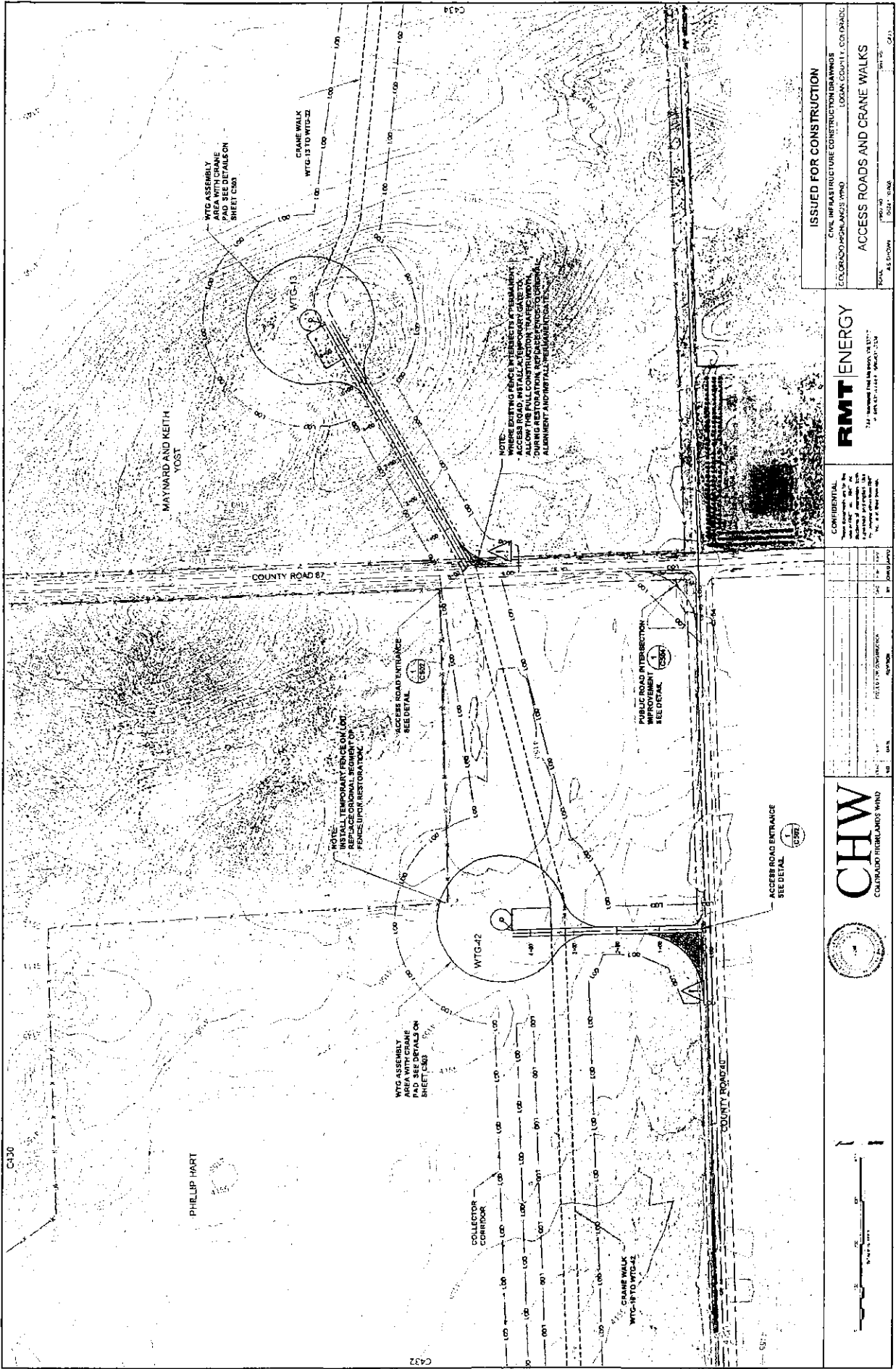
Bruce Pohlman

Signature

Address: 2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

Application Fee Paid _____

Date _____



No. 65679
 Jun 21 1915
 Sterling 04661 and 07359

THE UNITED STATES OF AMERICA.

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

Ruben A. Mathews has been established and duly consummated, in conformity to law, for the southeast quarter of the northeast quarter of Section twenty-four in Township nine north of Range forty nine west and the west half of the northwest quarter of Section nineteen and the southeast quarter of the southwest quarter of Section eighteen in Township nine north of Range forty-eight west of the Sixth Principal Meridian Colorado, containing one hundred fifty-five and ninety three 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 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 fifteenth day of June, 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-ninth



BY THE PRESIDENT:

By

M. P. LeRoy

SECRETARY.

L. D. Lander

Recorder of the General Land Office.

Recorded: Patent No. 478525

Filed for Record the 25 day of June A. D. 1915, at 11:20 o'clock A. M.

Una B. Mesner

RECORDER.

By

DEPUTY.

MINERAL DEED 362391 Recorded June 18, 1952

8:00

o'clock A.M. Donnell Lawrence, Recorder

Know All Men by These Presents, That THE CULVER COMPANY, a Co-Partnership

of P. O. Box 1251, Casper, Wyoming hereinafter called Grantor (whether one or more)
(Give Exact Postoffice Address)

for and in consideration of the sum of Ten and no/100 Dollars

(\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby

acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto BOQUILLAS

COMPANY, a California Corporation, Rm. 950 of 300 Montgomery St., San Francisco, Calif.,
(Give Exact Postoffice Address)

hereinafter called Grantee (whether one or more) an undivided Eleven & One-Fourth Percent (11 1/4%) interest in

and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands

situated in Logan County, State of Colorado, to-wit:

Township 9 North, Range 48 West, 6th P.M.

Section 18 - Lot 4 and Southeast Quarter of Southwest Quarter (SE/4 SW/4)

Section 19 - Lots 1, 2, 3, 4, East Half of West Half (E/2 W/2), West Half of Northeast Quarter (W/2 NE/4) and Northwest Quarter of Southeast Quarter (NW/4 SE/4)

THIS INSTRUMENT DOES NOT REQUIRE DOCUMENTARY STAMPS

containing 509.76 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby warrant said title to Grantee their heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hand this 5th day of June 1952

THE CULVER COMPANY

By:

A. M. Culver, a Co-Partner

(COLORADO—GENERAL FORM)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

The foregoing instrument was acknowledged before me this 5th day of

June 1952, by A. M. Culver, a co-partner of The Culver

Company

Witness my hand and official seal.

My commission expires:

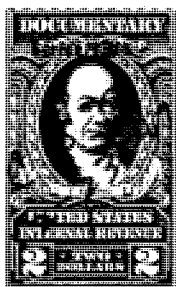
My Commission Expires March 4, 1955

Notary Public

KNOW ALL MEN BY THESE PRESENTS, That CLARA B. MARTIN, of the County
of Hennepin, and State of Minnesota; and EVELYN MALONE,

of the County of El Paso, and State of Colorado,
for the consideration of One Dollar and other good and valuable consideration,
in hand paid, hereby sell and convey to FRANCIS HART
of the County of Logan, and State of Colorado,
the following real property, situate in the County of Logan
and State of Colorado, to-wit:

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
Twenty-four (24), Township Nine (9) North, Range Forty-nine (49),
West of the Sixth (6th) Principal Meridian, and the West Half of
the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nineteen (19), and the
South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Eighteen
(18), both in Township Nine (9) North, Range Forty-eight (48),
West of the Sixth (6th) Principal Meridian, reserving to the
grantors herein, their heirs, executors, administrators and assigns
an undivided one-half interest in and to all oil, gas and other
minerals in and under the above-described lands, together with
the right of ingress and egress for the purpose of prospecting,
mining and removing such oil, gas and other minerals,



275

with all its appurtenances, and warrant the title to the same, subject to Taxes for the year 1948,
and thereafter.

Signed and delivered this 25 day of November, A. D. 1947

In the presence of

R. D. Copsy
R. D. Copsy

Clara B. Martin [SEAL]
Evelyn Malone [SEAL]

STATE OF COLORADO,

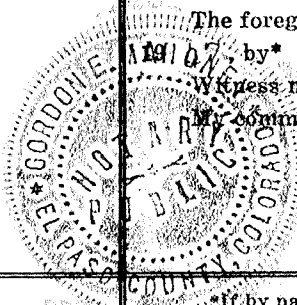
County of EL PASO,

ss.

The foregoing instrument was acknowledged before me this 29th day of November, 1947, by EVELYN MALONE.

Witness my hand and official seal.

My commission expires December 28, 1950



Gordon E. Mahoney
Notary Public

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1927.

No. 897. WARRANTY DEED—Statutory Form.—The Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, Denver.

STATE OF MINNESOTA,)
County of Hennepin,) ss.

The foregoing instrument was acknowledged before me this
25 day of November, 1947, by CLARA B.

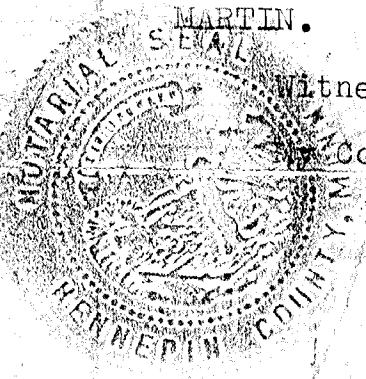
MARTIN.

Witness my hand and official seal.

T. G. CASSIDY
Notary Public, Hennepin County, Minn.
My Commission Expires June 13, 1948.

Commission expires

[Signature]
Notary Public.



331860

No.

WARRANTY DEED
STATUTORY FORM

Clara B. Martin, et al

TO

Francis Hart

STATE OF COLORADO,

County of Logan ss.

I hereby certify that this instrument was filed
for record in my office, at 3⁰⁰
o'clock P. M., Dec. 23, 1947,
and is duly recorded in book 368,

page 49

[Signature]
Recorder.

By

Deputy

Fees, \$ 60

MINERAL DEED

Reception No.

362390

Recorded June 18, 1952

Know All Men by These Presents, That LYLE R. HAM and DARLENE HAM, Husband and Wife;
VERNER M. HAM and FAYE A. HAM, Husband and Wife

of Sedgwick, Colorado hereinafter called Grantor (whether one or more)
 (Give Exact Postoffice Address)

for and in consideration of the sum of Ten and no/100 Dollars

(\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby

acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto THE CULVER

COMPANY of P. O. Box 1251, Casper, Wyoming

hereinafter called Grantee (whether one or more) an undivided Twelve & One-Half Percent (12 1/2%) interest in

and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands

situated in Logan County, State of Colorado, to-wit:

Township 9 North, Range 48 West, 6th P.M.

Section 18 - Lot 4 and SE/4 SW/4

Section 19 - Lots 1, 2, 3, 4, E/2 W/2, W/2 NE/4 and NW/4 SE/4

containing 509.76 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein its heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do SS hereby warrant said title to Grantee its heirs, executors, administrators, personal representatives, successors and assigns forever and do SS hereby agree to defend all and singular the said property unto the said Grantee herein its heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hand this 28th day of May, 1952.

Lyle R. Ham
Darlene Ham
Verner M. Ham
Faye A. Ham

COLORADO
 (WYOMING—FOR HUSBAND AND WIFE)

STATE OF COLORADO
 COUNTY OF PHILLIPS } ss.

On this 2nd day of June, 1952, before me personally appeared Lyle R. Ham and Darlene Ham, husband and wife; Verner M. Ham and Faye A. Ham, husband and wife, of Sedgwick, Colorado

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 2nd day of June, 1952.

My commission expires:

July 8-1952

Margaret Pope
 Notary Public

ASSIGNMENT AND BILL OF SALE

THE STATE OF COLORADO §
 §
COUNTY OF LOGAN §

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 1st day of November, 1998, and is effective at 12:01 a.m. MT December 1, 1997 (the "Effective Time"), by and between AMOCO PRODUCTION COMPANY, a Delaware corporation, and TOC - ROCKY MOUNTAINS, INC., a Delaware corporation, both with an office at 1670 Broadway, Denver, Colorado 80202 (herein called "Assignor"), and Flame Royalties, Inc., with a mailing address of P.O. Box 702281, Tulsa, Oklahoma 74170-2281 (herein called "Assignee").

Assignor in consideration of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, and DELIVER unto Assignee all of the following:

- A. All right, title and interest of Assignor in, and under, or derived from, the oil and gas leasehold interests, royalty interests, overriding royalty interests, mineral interests, production payments and net profits interests described on Exhibit "A" (attached hereto and made a part hereof for all purposes), insofar as said leaseholds cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease, including all production from oil and/or gas wells, and all proceeds from the sale thereof, including proceeds from the sale of any oil in storage above the pipeline connection, and funds held in suspense or escrow, any of which are attributable to production prior to the Effective Date, shall be the property of Assignee, subject, however, to the depth limitations described on Exhibit "A" and subject to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters applicable to such leases and interests;
- B. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the interests described in Exhibit "A";
- C. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, partnership agreements, rights of way easements, permits and surface leases and other contracts, agreements and instruments, insofar as the same are appurtenant to the interest described in Exhibit "A";

All of the foregoing properties, real, personal, or mixed (contractual or otherwise) described in paragraphs A through C, above, are herein called the "Properties" located in LOGAN County, COLORADO.

TO HAVE AND TO HOLD the Properties subject to the following terms and conditions:

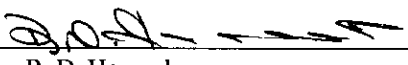
1. WARRANTIES: THIS ASSIGNMENT IS WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED AND IS MADE WITHOUT RECOURSE OF ANY KIND, NOT EVEN FOR THE RETURN OF THE CONSIDERATION PAID HEREIN AND WITHOUT WARRANTY, EXPRESS, STATUTORY, OR IMPLIED, AS TO DESCRIPTION, TITLE, CONDITION, LOCATION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.
2. ASSUMPTION OF OBLIGATIONS: Assignee hereby assumes and agrees to timely perform and discharge all duties and obligations of the owner of the Properties on and after the Effective Time, including but not limited to, plugging and abandonment of existing wells and future wells.

3. LEASES AND OTHER CONTRACTS AND AGREEMENTS: This Assignment is made by Assignor and accepted by Assignee subject to all the terms, covenants and conditions of the oil, gas and mineral leases described in Exhibit "A" and to the terms, covenants and conditions of the instruments, contracts and agreements affecting the Properties or production therefrom recorded in LOGAN County, COLORADO, and the same shall bind Assignee and Assignee's successors and assigns on and after the Effective Time hereof.
4. OBSERVANCE OF LAWS: This Assignment is subject to all applicable laws, ordinances, rules and regulations affecting the Properties, and Assignee shall comply with the same and shall promptly obtain and maintain all permits required by governmental authorities in connection therewith.
5. HEADINGS: Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.
6. PURCHASE AND SALE AGREEMENTS: This Assignment is expressly made subject to the provisions of that certain Purchase and Sale Agreement dated November 21, 1997 by and between the parties hereto, and the provisions of said Agreement are incorporated herein by reference as fully as though said provisions were set forth herein verbatim.
7. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions hereof bind and inure to the benefit of the parties hereto and their respective successors and assigns and are covenants running with the lands, leases, equipment, and facilities and with each transfer or assignment thereof or any portion thereof. All future assignments of any portion of the Properties and/or their associated facilities and equipment shall recognize and perpetuate the rights and obligations set out herein.

EXECUTED this 20 day of November, 1998, but effective as of the Effective Time.

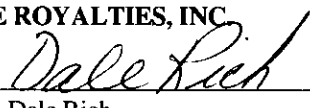
ASSIGNOR:

**AMOCO PRODUCTION COMPANY and
TOC - ROCKY MOUNTAINS, INC.**

By: 
R. D. Howard
As Attorney-in-Fact for Amoco Production
Company and as Attorney-in-Fact for
TOC - Rocky Mountains, Inc.

ASSIGNEE:

FLAME ROYALTIES, INC.

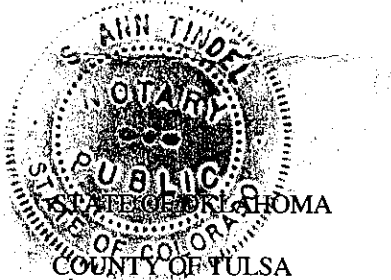
By: 
Dale Rich
President

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 2nd day of November, 1998 by R. D. Howard as Attorney-in-Fact on behalf of AMOCO PRODUCTION COMPANY, a Delaware corporation, and as Attorney-in-Fact for TOC - ROCKY MOUNTAINS, INC., a Delaware corporation.

My Commission Expires:

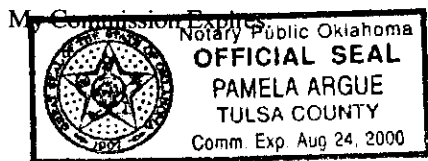
1-10-2000



§
§
§

S. Ann Tindel
Signature
S. Ann Tindel
Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Colorado

The foregoing instrument was acknowledged before me this 2nd day of November, 1998, by Dale Rich, President, of FLAME ROYALTIES, INC., an Oklahoma corporation, on behalf of said corporation.



Pamela Argue
Signature

Name (Printed, Typed or Stamped)
Notary Public in and for the
State of Oklahoma

EXHIBIT 'A'
To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.
and Flame Royalties, Inc.

		<u>STATE</u>		<u>CO</u>	<u>COUNTY</u>		<u>LOGAN</u>		
<u>LPN</u>	<u>LEASE DATE</u>	<u>GOVT NO.</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>BOOK</u>	<u>PAGE</u>	<u>DOCUMENT NO</u>	<u>DESCRIPTION</u>	
102402--	01/15/50	-50-4325	STATE OF COLORADO	HOMER LYNN	447	0276		T-6-N R-53-W SEC 09: S/2SE/4 SEC 16: S/2, S/2N/2	
675019--	07/01/48		HALEY-SMITH CATTLE CO.	JACK CASEMENT, ETAL, TRUSTEES	373	191	337123	T-11-N R-54-W SEC 14: W/2, SE/4SE/4 SEC 23: ALL SEC 24: ALL SEC 25: NW/4 SEC 26: N/2, SW/4 SEC 35: ALL	

It is the intent to convey all right, title and interest as to lands described in Part 1

633130 01/11/1999 10:00A B921 P186 ASNB0S
4 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'

To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.,
and Flame Royalties, Inc.

		STATE		COUNTY		LOGAN			
LPN	DEED DATE	GRANTOR	CO	GRANTEE	BOOK	PAGE	DOCUMENT NO	DESCRIPTION	
Part 2 Mineral and Royalty Interests									
920012--	03/24/50	MILLER ET UX, WILLARD L		SALTMOUNT OIL CO	386	204	345579	T-11-N R-53-W SEC 25: NW/4 SEC 26: N/2, N/2S/2 EXCEPT THAT PART LYING BETWEEN THE PUBLIC HIGHWAY AND THE WEST LINE OF SECTION 26 HERETOFOR CONVEYED TO THE COUNTY COMMISSIONERS OF LOGAN COUNTY COMPRISING APPROXIMATELY 34 ACRES (ROYALTY INTEREST ESTABLISHED VIA OGL DATED 12-13-89 FROM AMOCO TO WESTERN OPERATING COVERING T11N-R53W, SEC 26: NW/4, N/2SW/4)	
920013-A-	04/06/50	LANSDEN JR ET UX, L. E.		SALTMOUNT OIL COMPANY	389	227	347022	T--9-N R-53-W SEC 13: SW/4SW/4 SEC 14: SW/4, S/2SE/4, NE/4SE/4 SEC 23: N/2N/2 SEC 24: W/2NW/4	
920014-A-	04/06/50	LANSDEN JR ET UX, L. E.		SALTMOUNT OIL COMPANY	389	230	347023	T--8-N R-53-W SEC 14: NW/4	
920015-A-	04/07/50	LANSDEN JR ET UX, L. E.		SALTMOUNT OIL COMPANY	389	231	347024	T--9-N R-53-W SEC 35: E/2	

633130 01/11/1999 10:00A B921 P186 ASNB05
5 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'
To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.
and Flame Royalties, Inc.

LPN		DEED DATE	GRANTOR	STATE	CO	COUNTY		PAGE	DOCUMENT NO	DESCRIPTION
920016-A-		04/06/50	LANSDEN JR ET UX, L. E.	LOGAN		BOOK	389	233	347025	T-10-N R-53-W SEC 27: NW/4, N/2SW/4, NW/4SE/4, SW/4SW/4
920017-A-		04/22/50	LANSDEN JR ET UX, L. E.	LOGAN		BOOK	389	235	347026	T-9-N R-53-W SEC 22: SE/4
920018-A-		04/22/50	LANSDEN, L E, JR	LOGAN		BOOK	389	237	347027	T-9-N R-53-W SEC 26: NW/4
920019-A-		04/14/50	LANSDEN JR ET UX, L. E.	LOGAN		BOOK	389	239	347028	T-9-N R-53-W SEC 01: ALL SEC 02: LOTS 1,2,3, & SE/4NE/4 SEC 12: NE/4 & THOSE PARTS OF SE/4NW/4 & N/2NW/4 LYING NORTH AND EAST OF THE CEDAR CREEK. (PRODUCING MINERAL INTEREST UNDER ABOVE LANDS ESTABLISHED VIA SEVERALTY CLAUSE IN OGL RECORDED AT 385/175 COVERING THE ABOVE LANDS AND LANDS IN SEC 6, T9N-R52W (AOLS) ON WHICH THERE IS LOCATED A PRODUCING WELL)
920020-A-		06/19/50	CARRUTHERS, R. L.	LOGAN		BOOK	391	129	347820	T-6-N R-54-W SEC 20: SW/4 SEC 30: S/2NW/4, NE/4SW/4, NW/4SE/4 (ROYALTY INTEREST ESTABLISHED VIA OGL DATED 4-18-44 AND RECORDED AT 363/188, COVERING THE ABOVE DESCRIBED LANDS)

633130 01/11/1999 10:00A B021 P188 ASNB05
6 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'
To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.
and Flame Royalties, Inc.

LPN	DEED DATE	GRANTOR	STATE	CO	COUNTY	PAGE	DOCUMENT NO	DESCRIPTION
920021-A-	05/29/50	CARRUTHERS, R. L.			LOGAN	130	347821	T-6-N R-54-W SEC 29: NW/4 SEC 30: NE/4 (ROYALTY INTEREST ESTABLISHED VIA OGL DATED 11-9-49 AND RECORDED AT 380/464, COVERING THE ABOVE DESCRIBED LANDS)
920022-A-	05/29/50	CARRUTHERS, R. L.			LOGAN	131	347822	T-6-N R-54-W SEC 20: SE/4 SEC 29: NE/4 (ROYALTY INTEREST ESTABLISHED VIA OGL DATED 4-21-44 AND RECORDED AT 363/221 COVERING THE ABOVE DESCRIBED LANDS, AND RATIFICATION OF SAID OGL RECORDED AT 363/117)
920023-A-	07/12/50	CAMPBELL, PICK			LOGAN	348	348051	T-6-N R-54-W SEC 19: NW/4
920024-A-	07/20/50	LANSDEN ETUX, L. E. JR			LOGAN	84	348364	T-8-N R-55-W SEC 15: SW/4 SEC 21: N/2NE/4, SE/4NE/4 SEC 22: NW/4, W/2NE/4, NE/4NE/4
920025-A-	08/15/50	CAMPBELL, PICK			LOGAN	152	351422	T-10-N R-55-W SEC 02: SW/4, SW/4SE/4 SEC 12: W/2

633130 01/11/1999 10:00A B921 P186 ASNB05
7 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'
To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.,
and Flame Royalties, Inc.

		<u>STATE</u>		<u>COUNTY</u>		<u>LOGAN</u>			
<u>LPN</u>	<u>DEED DATE</u>	<u>GRANTOR</u>	<u>CO</u>	<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>	<u>DOCUMENT NO</u>	<u>DESCRIPTION</u>	
920026-A-	08/15/50	CAMPBELL, PICK		SALTMOUNT OIL COMPANY	398	153	351423	T-10-N R-54-W SEC 06: NW/4	
920027-A-	08/29/50	CAMPBELL, PICK		SALTMOUNT OIL COMPANY	398	151	351421	T-8-N R-55-W SEC 12: E/2 T-9-N R-55-W SEC 27: SE/4	
920029-A-	09/05/50	CAMPBELL, PICK		SALTMOUNT OIL COMPANY	398	154	351424	T-9-N R-55-W SEC 27: SW/4 SEC 34: NE/4	
920030-A-	10/02/50	VOLK, RUSSELL H.		SALTMOUNT OIL COMPANY	394	319	349604	T-8-N R-54-W SEC 03: LOTS 3,4, & 5 T-9-N R-54-W SEC 33: S/2, NW/4 SEC 34: S/2 (ROYALTY INTEREST ESTABLISHED VIA OGL DATED 10-26-49 AND RECORDED AT 392/131 COVERING THE ABOVE DESCRIBED LANDS)	
920031-A-	09/15/50	VOLK, RUSSELL H.		SALTMOUNT OIL COMPANY	394	323	349606	T-10-N R-54-W SEC 32: SE/4 SEC 33: S/2	

633130 01/11/1999 10:00A B921 P186 ASNBOS
8 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'

To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.
and Flame Royalties, Inc.

STATE		COUNTY		LOGAN			
CO							
LPN	DEED DATE	GRANTOR	GRANTEE	BOOK	PAGE	DOCUMENT NO	DESCRIPTION
920032-A-	09/15/50	VOLK, RUSSELL H.	SALTMOUNT OIL COMPANY	394	321	349605	T-9-N R-54-W SEC 04: N/2 SEC 05: NE/4
920033-A-	10/23/50	VOLK, RUSSELL H.	SALTMOUNT OIL COMPANY	395	389	350108	T-8-N R-54-W SEC 03: SW/4 SEC 04: SE/4 SEC 09: SE/4 SEC 10: SW/4
920035-A-	10/20/50	LANSDEN, L.E., ETUX	SALTMOUNT OIL COMPANY	395	391	350109	T-9-N R-53-W SEC 19: LOTS 3(56.24), 4(57.22), E/2SW/4, SE/4 (S/2) SEC 30: LOTS 1(58.29), 2(59.46), E/2NW/4, NE/4 (N/2) T-9-N R-54-W SEC 24: SE/4 SEC 25: NE/4 (ROYALTY INTEREST ESTABLISHED VIA FOUR OGLS RECORDED AT 381/395, 381/401, 381/433 AND 393/491, WHICH ARE SUBJECT TO UNIT AGREEMENT DATED 3-1-61 COVERING THE MT. HOPE UNIT)
920036-A-	12/29/50	LANSDEN JR, L. E.	SALTMOUNT OIL COMPANY	13	37	6171	T-9-N R-53-W SEC 25: SW/4

633130 01/11/1999 10:00A B921 P186 ASNBOS
9 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'

To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.
and Flame Royalties, Inc.

STATE		CO	COUNTY		LOGAN				
LPN	DEED DATE	GRANTOR	GRANTEE	BOOK	PAGE	DOCUMENT NO	DESCRIPTION		
920037-A-	04/12/51	SCRUGGS, M.D.	SALTMOUNT OIL COMPANY	13	69		T-8-N R-53-W SEC 06: LOTS 6,7, E/2SW/4 (SW/4) SEC 07: LOTS 1,2, E/2NW/4 (NW/4) (ROYALTY INTEREST ESTABLISHED VIA OGL DATED 1-18-50 AND RECORDED AT 381/486, COVERING THE ABOVE DESCRIBED LANDS, PORTIONS OF WHICH ARE SUBJECT TO UNIT AGREEMENT DATED 5-24-68 COVERING THE LOGAN 'J' SAND UNIT AND UNIT AGREEMENT DATED 10-19-59 COVERING THE NW GRAYLIN 'D' SAND UNIT)		
920038-A-	07/20/51	LANDSEN ETUX, L. E. JR	SALTMOUNT OIL COMPANY	392	84	348364	T-8-N R-53-W SEC 30: LOTS 1 (43.26), 2 (43.29), E/2NW/4, SE/4		
920039---	02/20/52	DUNN ET AL, BURTON C.	MIDWEST OIL CO	417	91	361606	T-12-N R-55-W SEC 22: LOTS 1 & 2		
920040-A-	02/22/52	FORTNER ETUX, RAYMOND T	MIDWEST OIL CORPORATION	415	204	360481	T-9-N R-52-W SEC 08: SE/4		
920041---	02/23/52	STENBOM, SELMA	MIDWEST OIL CORPORATION	416	256	361123	T-8-N R-53-W SEC 14: S/2S/2		

633130 01/11/1999 10:00A B921 P186 ASNBOS
10 of 11 R 56.00 D 0.00 N 0.00 Logan County CO

EXHIBIT 'A'
To Assignment and Bill of Sale by and between
Amoco Production Company, TOC-Rocky Mountians, Inc.
and Flame Royalties, Inc.

<u>LPN</u>	<u>DEED DATE</u>	<u>GRANTOR</u>	<u>STATE</u>	<u>CO</u>	<u>COUNTY</u>	<u>LOGAN</u>	<u>GRANTEE</u>	<u>BOOK</u>	<u>PAGE</u>	<u>DOCUMENT NO</u>	<u>DESCRIPTION</u>
920042--	04/03/52	KING ET UX, VIRGIL O					MIDWEST OIL CORPORATION	417	53	361543	T-11-N R-53-W SEC 10: NE/4 & E 60 RDS OF NW/4
924151-A-	05/28/52	LYLE R. HAM					THE CUVER COMPANY	418	208	362390	T-9-N R-48-W SEC 18: LOT 4, SE/4SW/4 SEC 19: LOTS 1, 2, 3, 4, E/2W/2, W/2NE/4, NW/4SE/4
924858-A-	11/09/60	EDWARD G. SKEETERS					UNITED STATES SMELTING REFINING AND MINING COMPANY	541	7	426756	T-9-N R-54-W SEC 23: NE/4

It is the intent to convey all right, title and interest as to lands described in Part 2

633130 01/11/1999 10:00A B921 P186 ASNB05
11 of 11 R 55.00 D 0.00 N 0.00 Logan County CO

MINERAL DEED

398570

Recorded May 10 1957

8:00

o'clock A. M.

Dennett Lawrence, Record

Know All Men by These Presents, That THE CULVER COMPANY, a Co-Partnership,
composed of A. M. Culver and C. L. Culver

of Post Office Box 1251, Casper, Wyoming hereinafter called Grantor (whether one or more)
(Give Exact Postoffice Address)

for and in consideration of the sum of Ten and No/100 - - - - - Dollars
(\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby

acknowledged, do ES hereby grant, bargain, sell, convey, transfer, assign and deliver unto

A. M. CULVER of Post Office Box 1251, Casper, Wyoming
(Give Exact Postoffice Address)

hereinafter called Grantee (whether one or more) an undivided 0.625% interest in

and to all of the oil, gas, and other minerals in and under and that may be produced from the following described
lands situated in Logan County, State of Colorado, to-wit:

Township 9 North, Range 48 West, 6th P.M.

Section 18: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

(This conveyance shall be effective as of May 1, 1956)

containing 509.76 acres, more or less, together with the right of ingress and egress at all times for
the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same
therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release
and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil
and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and
enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue
under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as
if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in
and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the
rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said
Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by
Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privi-
leges, and appurtenances thereunto or in anywise belonging to the said Grantee herein his heirs,
successors, personal representatives, administrators, executors, and assigns forever, and Grantor do ES hereby war-
rant said title to Grantee his heirs, executors, administrators, personal representatives, successors and assigns
forever and do ES hereby agree to defend all and singular the said property unto the said Grantee herein
his heirs, successors, executors, personal representatives, and assigns against every person whomsoever
claiming or to claim the same or any part thereof.

WITNESS our hand this 25th day of February 19 57.

CONSIDERATION LESS THAN \$100
NO DOCUMENTARY STAMPS NEEDED

THE CULVER COMPANY

By A. M. Culver, a partner

By C. L. Culver, a partner

STATE OF WYOMING) ss.
COUNTY OF NATRONA

On this 15th day of March, 1957, before me, the undersigned Notary Public,
personally appeared A. M. CULVER, known to me to be a partner member of the Co-Partnership
THE CULVER COMPANY that executed the foregoing instrument, and acknowledged to me that
such partnership executed the same as its free act and deed. In witness whereof, I have
hereunto set my hand and affixed my official seal.

My commission expires June 29, 1959.

Notary Public in and for said County and State
Residing at Casper, Wyoming

STATE OF MONTANA) ss.
COUNTY OF YELLOWSTONE

On this 22nd day of March, 1957, before me, the undersigned Notary Public,
personally appeared C. L. CULVER, known to me to be a partner member of the Co-Partnership
THE CULVER COMPANY that executed the foregoing instrument, and acknowledged to me that
such partnership executed the same as its free act and deed. In witness whereof, I have
hereunto set my hand and affixed my official seal.

My commission expires: June 29, 1959

Notary Public in and for said County and State
Residing at Billings, Montana

8:00 o'clock A. M. Donnell Lawrence, Recorder

MINERAL DEED

KINTZEL BLUE PRINT CO
CASPER, WYOMING

Know All Men by These Presents, That THE CULVER COMPANY, a Co-Partnership,
composed of A. M. Culver and C. L. Culver

of Post Office Box 1251, Casper, Wyoming hereinafter called Grantor (whether one or more)
(Give Exact Postoffice Address)

for and in consideration of the sum of Ten and No/100 ----- Dollars
(\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby

acknowledged, do ES hereby grant, bargain, sell, convey, transfer, assign and deliver unto C. L. CULVER and

GERALDINE J. CULVER, as joint tenants of P. O. Box 623, Billings, Montana,
(Give Exact Postoffice Address)

hereinafter called Grantee (whether one or more) an undivided 0.625% interest in

and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands

situated in Logan County, State of Colorado, to-wit:

Township 9 North, Range 48 West, 6th P.M.

Section 18: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

(This conveyance shall be effective as of May 1, 1956)

containing 509.76 acres, more or less, together with the right of ingress and egress at all times for
the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom
with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver
of the right of homestead

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil
and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and
enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue
under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as
if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in
and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the
rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said
Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by
Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privi-
leges, and appurtenances thereunto or in anywise belonging to the said Grantee herein their heirs,
successors, personal representatives, administrators, executors, and assigns forever, and Grantor do ES hereby war-
rant said title to Grantee their heirs, executors, administrators, personal representatives, successors and assigns
forever and do ES hereby agree to defend all and singular the said property unto the said Grantee herein
their heirs, successors, executors, personal representatives, and assigns against every person whomsoever
claiming or to claim the same or any part thereof.

WITNESS our hand this 3rd day of May 1957.

THE CULVER COMPANY

By A. M. CULVER, a partner

By C. L. CULVER, a partner

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

On this 24 day of May, 1957, before me, the undersigned Notary Public,
personally appeared A. M. CULVER, known to me to be a partner member of the Co-Partnership
THE CULVER COMPANY that executed the foregoing instrument, and acknowledged to me that
such partnership executed the same as its free act and deed. In witness whereof, I have
hereunto set my hand and affixed my official seal.

My commission expires June 29, 1959.

Notary Public in and for said County and State
Residing at Casper, Wyoming

STATE OF MONTANA) ss.
COUNTY OF YELLOWSTONE)

On this 25 day of May, 1957, before me, the undersigned Notary Public,
personally appeared C. L. CULVER, known to me to be a partner member of the Co-Partnership
THE CULVER COMPANY that executed the foregoing instrument, and acknowledged to me that
such partnership executed the same as its free act and deed. In witness whereof, I have
hereunto set my hand and affixed my official seal.

My commission expires: June 29, 1959

Notary Public in and for said County and State
Residing at Billings, Montana

8:00

o'clock A.M. Donnell Lawrence, Recorder

MINERAL DEED

32 Ham
KINTZEL BLUE PRINT CO
CASPER, WYOMING

Know All Men by These Presents, That BOQUILLAS COMPANY, a California corporation

600 California Street
of San Francisco 8, California hereinafter called Grantor (whether one or more)
(Give Exact Postoffice Address)

for and in consideration of the sum of Ten and No/100 - - - - - Dollars

(\$ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby

acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto KERN COUNTY LAND

COMPANY, a California corporation of 600 California Street
San Francisco 8, California
(Give Exact Postoffice Address)

hereinafter called Grantee (whether one or more) an undivided Eleven & One-fourth Percent (11-1/4%) interest in

and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands

situated in Logan County, State of Colorado, to-wit:

Township 9 North, Range 48 West, 6th P.M.

Section 18: Lot 4 and SE/4 SW/4

19: Lots 1, 2, 3, 4, E/2 W/2, W/2 NE/4,
NW/4 SE/4

THIS INSTRUMENT DOES NOT REQUIRE DOCUMENTARY STAMPS

containing 509.76 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein its heirs,

successors, personal representatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee its heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend all and singular the said property unto the said Grantee herein

its heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS our hand this 30th day of June 1958

BOQUILLAS COMPANY

By Dighton Cochran
Executive Vice President

James A. Walker
Assistant Secretary

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 2nd day of June 1958, before me, LUCILLE F. ROTH, a Notary Public in and for the

City and County of San Francisco, State of California, residing therein, duly commissioned and

sworn, personally appeared DWIGHT M. COCHRAN

known to me to be the EXECUTIVE Vice President, and

James A. Walker known to me to be the

ASSISTANT Secretary, of

BOQUILLAS COMPANY

the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County and State the day and year in this certificate first above written.

My Commission Expires
August 10, 1961

Notary Public
in and for the City and County of
San Francisco, State of California

LYLE R. HAM MI

No. 991A.—Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1324-46 Stout St., Denver, Colo.

Mid-Continent Royalty
Owners' Association
Approved Form Revised

Reception No. 439099

Recorded 7-30-62

MINERAL DEED

BOOK 558 PAGE 334

Know All Men by These Presents, That A. M. Culver, a single person, of Suite 1408, 1700 Broadway, Denver 2, Colorado

hereinafter called Grantor (whether one or more) for and in consideration of the sum of One and No/100 - - - - - Dollars (\$1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto AMCO OIL CORPORATION, a corporation of Denver, Colorado hereinafter called Grantee (whether one or more) an undivided 3.186/509.76 interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands situated in Logan County, State of Colorado, to-wit:

Township 9 North, Range 48 West, 6th P.M.
Section 18: Lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

containing 509.76 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein its successors, personal representatives, administrators, executors, and assigns forever, and Grantor do hereby warrant said title to Grantee heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS my hand this 30th day of June 1962

A. M. Culver

(COLORADO—GENERAL FORM)

STATE OF Colorado
City and County of Denver ss.

The foregoing instrument was acknowledged before me this 30th day of

June, 1962, by A. M. Culver, a single person.

Witness my hand and official seal.

My commission expires:

Notary Public

Reception No. 475437 Recorded Sept 25 1967
8:00 o'clock A M Donnell Lawrence, Recorder

BOOK **620** PAGE **369**

MINERAL DEED

STATE OF COLORADO)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LOGAN)

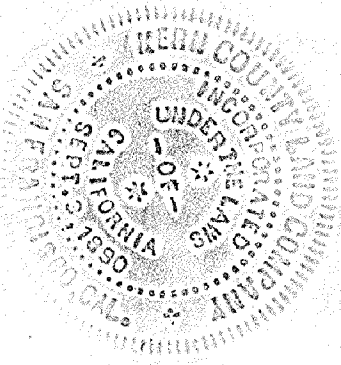
THAT KERN COUNTY LAND COMPANY, a California corporation,
with offices at 600 California Street, San Francisco, California 94108,
hereinafter called "GRANTOR", for and in consideration of the sum of
TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable
considerations, to it in hand paid by KERN COUNTY LAND COMPANY, a
Delaware corporation (formerly KCL Corporation, a Delaware corpo-
ration), which party is hereinafter called "GRANTEE", with offices
at 600 California Street, San Francisco, San Francisco County, California,
receipt of which is hereby acknowledged, and pursuant to Agreement and
Plan of Reorganization made on June 1, 1967, between GRANTOR, Tenneco
Inc. and said KCL Corporation, does hereby GRANT, BARGAIN, SELL,
CONVEY, TRANSFER, ASSIGN and DELIVER unto GRANTEE, its suc-
cessors and assigns, the interests in and to all of the oil, gas and other
minerals in and under and that may be produced from or attributable to
lands as set forth, described or referred to in Exhibit "A" attached
hereto and incorporated herein by reference; same being situated in
Logan County, State of Colorado ;
together with the right of ingress and egress at all times for the purpose
of operating and developing said lands for oil, gas and other minerals,
and marketing the same therefrom and all of GRANTOR'S rights and
interests in improvements, property and fixtures in, on or under said
lands, together with the right to remove same from said lands.

GRANTOR agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and GRANTEE herein shall have and there is hereby accorded unto GRANTEE all rights of redemption of GRANTOR at any time arising because of default in payment of any mortgages, taxes, or other liens on the above described lands or interests and to be subrogated to the rights of the holder or holders thereof.

TO HAVE AND TO HOLD the said properties and easements with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said GRANTEE herein, its successors and assigns, forever, and GRANTOR does hereby warrant said title to GRANTEE, its successors and assigns forever, and does hereby agree to defend all and singular the said property unto the said GRANTEE herein, its successors and assigns against every person whomsoever, claiming or to claim the same or any part thereof.

This instrument is executed in multiple originals by parties hereunto duly authorized on or as of this the 30th day of August, 1967.

(SEAL)



KERN COUNTY LAND COMPANY

By

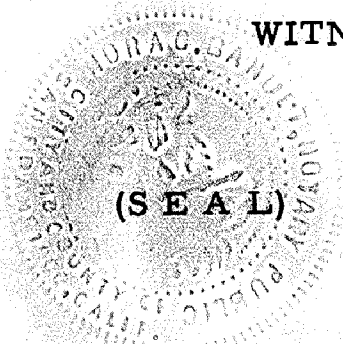
John H. Harkins
Vice President

Loyle E. Harkins
Asst. Secretary

STATE OF CALIFORNIA)
)
 CITY AND COUNTY OF) SS.
 SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 31 day of August, 1967, by John Spitzman, Vice President of KERN COUNTY LAND COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.



Nora C. Banuet
Notary Public in and for **NORA C. BANUET**
City and County of San Francisco,
State of California

My Commission expires;

May 28, 1971

4

EXHIBIT "A"

to Mineral Deed between KERN COUNTY LAND COMPANY, a California corporation, Grantor, and KERN COUNTY LAND COMPANY, a Delaware corporation (formerly KCL Corporation, a Delaware corporation), Grantee, dated the 30th day of August, 1967 covering the following described lands in Logan County, Colorado.

UNDIVIDED MINERAL INTERESTS

File No.	Grantor's Undivided Interest	Land Description
32	11-1/4%	Township 9 North, Range 48 West, 6th P.M. Section 18: Lot 4 and SE/4 SW/4 Section 19: Lots 1, 2, 3, 4, E/2 W/2, W/2 NE/4, NW/4 SE/4

Reception No. 481403 ~~Recorded~~ 3-24-69
8:00 o'clock A. M. Donnell Lawrence, Recorder

BOOK **635** PAGE **432**

MINERAL DEED

STATE OF COLORADO)
COUNTY OF LOGAN) KNOW ALL MEN BY THESE PRESENTS:

THAT KCL Corporation, a Delaware corporation (hereinafter called "GRANTOR"), with its principal office and place of business at Houston, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to it in hand paid by KERN COUNTY LAND COMPANY, a Delaware corporation, which party is hereinafter called "GRANTEE", with offices and principal place of business at 201 New Stine Road in the City of Bakersfield, Kern County, California, receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and DELIVER unto GRANTEE, its successors and assigns, the interests in and to all of the oil, gas and other minerals in and under and that may be produced from or attributable to lands as set forth, described or referred to in Exhibit "A" attached hereto and incorporated herein by reference; same being situated in Logan County, State of Colorado; together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and marketing the same therefrom and all of GRANTOR'S rights and interests in improvements, property and fixtures in, on or under said lands, together with the right to remove same from said lands.

GRANTOR agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and GRANTEE herein shall have and there is hereby accorded unto GRANTEE all rights of redemption of GRANTOR at any time arising because

of default in payment of any mortgages, taxes, or other liens on the above described lands or interests and to be subrogated to the rights of the holder or holders thereof.

TO HAVE AND TO HOLD the said properties and easements with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said GRANTEE herein, its successors and assigns, forever, and GRANTOR does hereby warrant said title to GRANTEE, its successors and assigns forever, and does hereby agree to defend all and singular the said property unto the said GRANTEE herein, its successors and assigns against every person whomsoever, claiming or to claim the same or any part thereof.

This instrument is executed in multiple originals by parties hereunto duly authorized on or as of this the 31st day of December, 1968.

KCL Corporation

By W. H. G. [Signature]
Vice President

ATTEST:

[Signature]
Secretary
(SEAL)
DELAWARE

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this
31st day of December, 1968, by M. H. Covey,
Vice President, and L. R. Spence, Secretary
of KCL Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Luther Deussen
Notary Public in and for the State
of Texas, County of Harris.

My commission expires:
June 1, 1969
(Seal)

EXHIBIT "A"

to Mineral Deed between KCL Corporation, a Delaware corporation, Grantor,
and KERN COUNTY LAND COMPANY, a Delaware corporation, Grantee, dated the
31st day of December, 1968, covering the following described lands in Logan
County, Colorado.

UNDIVIDED MINERAL INTERESTS

File No.	Grantor's Undivided Interest	Land Description
32	11-1/4%	Township 9 North, Range 48 West, 6th P. M. Section 18: Lot 4 and SE/4 SW/4 Section 19: Lots 1, 2, 3, 4, E/2 W/2, W/2 NE/4, NW/4 SE/4

Recorded at 9:30 o'clock A M. 3-31-83
 Reception No. 554930 Charlene Craddock Recorder
Ed. Oller, Deputy

WARRANTY DEED

SARAH ANN GODDARD and GAYLORD A. GODDARD, wife and husband, whose address is Route 1, Box 81, Haxtun, County of Phillips, State of Colorado, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sell and convey to ARTHUR K. WHEELER, whose address is Box 85, Haxtun, County of Phillips, State of Colorado, the following real property in the County of Logan, and State of Colorado, to wit:

The South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of Section Eighteen (18); and the West Half ($W\frac{1}{2}$), the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section Nineteen (19), Township Nine (9) North, Range Forty-eight (48) West of the Sixth Principal Meridian, Logan County, Colorado;

SAVING, EXCEPTING AND RESERVING unto the Grantors an undivided one-half ($\frac{1}{2}$) of all oil, gas and other minerals in, on and under the above-described premises presently owned by the Grantors for a period of Ten (10) years from the date of delivery of deed, and in the event there is production in commercial quantities at the end of said Ten (10) year term, as long thereafter as production in commercial quantities continues together with the right of ingress and egress for the purpose of prospecting for, drilling, mining and removing the same.

SAVING, EXCEPTING AND RESERVING possession of the premises described as:

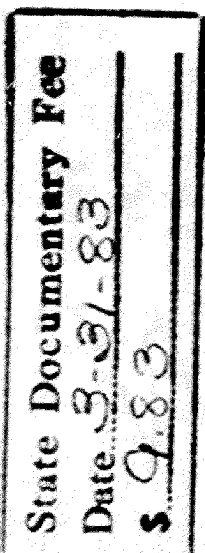
The West Half ($W\frac{1}{2}$), the West Half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section Nineteen (19), Township Nine (9) North, Range Forty-eight (48) West of the Sixth Principal Meridian, Logan County, Colorado, to May 15, 1983;

Also known as street and number:

With all its appurtenances, and warrant the title to the same, subject to taxes for the year 1983, due and payable in 1984, and thereafter; subject to existing roads, public highways, established easements and rights-of-way; subject to rights and liabilities by reason of inclusion of described premises in special assessment districts of record; subject to oil, gas and mineral reservations and conveyances of record; subject to oil, gas and mineral leases of record; and subject to zoning, subdivision and use restrictions of record.

Signed this 30 day of March, 1983.

Sarah Ann Goddard
 Sarah Ann Goddard, wife
Gaylord A. Goddard
 Gaylord A. Goddard, husband

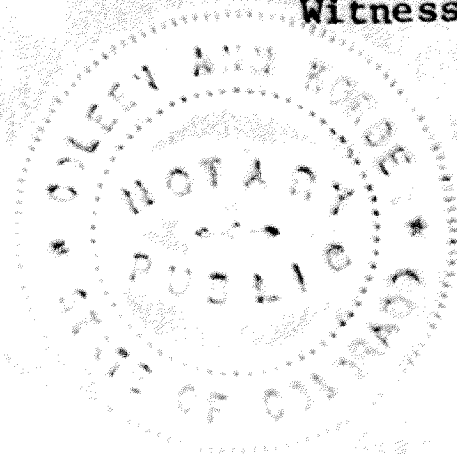


STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 30th day of March, 1983, by Sarah Ann Goddard and Gaylord A. Goddard, wife and husband.

My commission expires: August 27, 1983

Witness my hand and official seal.



Coleen Ann Kelle
Notary Public
Address: 705 South Division Avenue
Sterling, Colorado 80751

RESOLUTION
No.: 99-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING A "RIGHT TO FARM AND RANCH" POLICY

WHEREAS, protecting agricultural operators from complaints about legal and non-negligent agricultural operations and activity by rural non farm residents is desirable; and

WHEREAS, educating the public and non-agricultural residents about the existence, validity, and importance of the County's agricultural operations and activities is desirable; and

WHEREAS, the Board has determined that establishing a Right to Farm and Ranch Policy pursuant to Colorado's Right to Farm law (C.R.S. 35-3.5-101, 102) is desirable; it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products; and that the general assembly recognizes that when nonagricultural land uses extend into agricultural areas, agricultural operations are forced to cease operations and they discourage many others from making investments in farm improvements; and that it is the purpose of the Article to reduce the loss to the State of Colorado's agricultural resources by limiting the circumstances under which agricultural operations may be considered a nuisance; as long as it conforms with existing state regulations; and

WHEREAS, pursuant to C.R.S. 35-3.5-102(1), an agricultural operation is not, nor shall it become, a public or private nuisance by any changed conditions in or about the locality of such operation after it has been in operation for more than one year, provided that it was not a nuisance at the time the operation began, and also provided that it is not a negligent operation and that a change in an operation or substantial increase in size of operation does not result in a private or public nuisance; and

WHEREAS, the Board pursuant to C.R.S. 29-20-104(1)(c), (e), (g) & (h) has the authority to plan for and regulate land use by preserving important areas, regulating land use from its impact on the community or surrounding areas, and planning for and regulating land use that provides planned and orderly land use and protection of the environment consistent with constitutional rights; and

WHEREAS, examples of these conflicts include, but are not limited to: Livestock on highway and County roads; trespass by livestock; harassment of livestock and livestock losses due to free roaming dogs; fence construction and maintenance; chemical applications; maintenance of ditches across private property; storm water management; burning of ditches; complaints about noise, dust and odor; disposal of dead animals; weeds and pest control; and trespass; and

WHEREAS, the Board, will attempt and aspire to conserve, enhance and encourage ranching, farming and all manner of agricultural activities and operations within Logan County; minimize potential conflicts between agricultural and non-agricultural users of land; integrate planning efforts to provide for retention of traditional and prime agricultural lands in agricultural production as well as a reasonable amount of land for residential and other development; and

WHEREAS, Colorado is an Open Range Fence Law State; and

WHEREAS, The County Commissioners and Planning Commission of Logan County advertised this Resolution and conducted public hearings concerning it, and fully considered its effect; and

WHEREAS, the Board and the Planning Commission determined that the Right to Farm

and Ranch Policy amending the Logan County Comprehensive Master Plan (C.R.S. 30-28-106) is desirable for the health, safety and welfare of the community; and

WHEREAS, it is desirable that the Board of County Commissioners provide a forum for resolution of disputes between agricultural operators and non-agricultural residents of Logan County; and

NOW, THEREFORE, IS IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

- A. It is the policy of Logan County to preserve, protect and encourage the development and improvement of agricultural land for food production and other agricultural products. When non-agricultural land uses extend into agricultural areas, agricultural operations can become the subject of lawsuits. Therefore, agricultural operators are sometimes forced to cease or curtail their operations. Others are discouraged from making investments in agricultural improvements to the detriment of the economic viability of the County's agricultural industry as a whole. It is the purpose of this Resolution to reduce the loss of agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.
- B. Exhibit "A" Logan County Farm and Ranch Policy is adopted as an Amendment to the Logan County Comprehensive Master Plan.
- C. Exhibit "B" Definitions and Limitations of Actions are adopted as an Appendix to the Farm and Ranch Policy to further clarify the policy.
- D. Exhibit "C" Policy regarding Resolution of Disputes and Procedure for Complaints and Investigation, Public Health Nuisances, Resolution of Disputes, Real Estate Transfer Disclosure process for property is adopted.
- E. The Board will conduct a public education and information campaign with the assistance of the Colorado State University Cooperative Extension/ Logan County. This campaign will support efforts to inform the public of the Right to Farm and Ranch Policy. These efforts will include press releases and may include distribution of written information and presentations to community groups. At least one publication aimed at rural landowners that are not directly involved in agriculture will be developed within a year.
- F. The Board will notify the owners of land within the County by the following means:
 - 1. The Right to Farm and Ranch Policy and educational publications will be made available to landowners as often as is reasonable considering budget. At minimum a copy of the "Right to Farm and Ranch Policy and Notice" will be made available at the County Clerks Office when instruments effecting title to property are recorded.
 - 2. Whenever a building permit is issued in unincorporated Logan County for a new structure or significant addition, with the exception of small agricultural buildings, the Planning Department, will provide the owner with the "Right to Farm and Ranch Policy."
 - 3. Amendments to the Logan County Subdivision Regulations providing notification of this policy are made at the time of any subdivision or related land use approval. A plat note concerning the "Logan County Right to Farm and Ranch Policy" will appear on any plat or subdivision exemption plat outside municipalities growth areas and/or adjacent to existing agricultural operations.
 - 4. The Logan County Treasurer will mail a copy of the "Right to Farm and Ranch Policy" with the 2000 tax bill.
- G. This resolution will be effective regardless of whether disclosure was made in accordance with Sections D, E and F.
- H. Should any provision, section, paragraph or subparagraph of this resolution and policy, be declared null and void, illegal, unconstitutional, or otherwise determined to be



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unenforceable by a court of competent jurisdiction, it will not affect the validity, legality, or enforceability of any other portion of the text.

I. Except to the extent specifically provided herein, this resolution will not discharge, impair or release any contract, obligation, duty, liability or penalty whatever existing on the date of its enactment.

J. The Board will review this Resolution within one year to determine whether to continue the resolution as written, change it or repeal it. If it is not repealed, it will be reviewed within five years from the date this resolution is adopted.

ADOPTED this 21st day of September, 1999.

LOGAN COUNTY BOARD OF COMMISSIONERS

Lyle Schumacher (Aye) (Nay)
Lyle Schumacher, Chairman

Roy A. Wheeler (Aye) (Nay)
Roy A. Wheeler

James R. La Force (Aye) (Nay)
James R. La Force

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on Tuesday, this 21st day of September, 1999.

Roberta J. Perry by Jennifer Miller
Clerk and Recorder Deputy

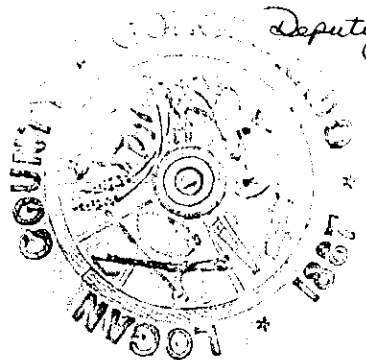


EXHIBIT "A"

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.

Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have considerably longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. **PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.**

All rural residents and property owners are encouraged to learn about their rights and responsibilities. These include obligations under State law regarding maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Under Colorado law and Logan Regulations, there may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out in order to recover damages from trespassing livestock.

The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

Real Estate Transfer Disclosure.

Upon any transfer of real property by any means, the transferor shall provide the purchaser or lessee a statement specifically advising the purchaser or lessee of the existence of this Right to Farm which shall be in substantially the form set forth in Real Estate Transfer Statement attached.

Voluntary Process - The voluntary process consists of providing the real estate transfer disclosure statement to buyer of agricultural property at real estate closings held at title company offices, banks, attorney offices, real estate offices, or the County Clerk's Office. The Planning Director and County Commissioners will work with the above named groups and other appropriate entities through presentations and meetings to have real estate agents provide the seller's information statement to buyers of agricultural property.

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF COLORADO, DESCRIBED AS

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE LOGAN COUNTY RIGHT TO FARM RESOLUTION IN COMPLIANCE WITH THE LOGAN COUNTY RIGHT TO FARM RESOLUTION NO. _____.

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.

LOGAN COUNTY RIGHT TO FARM AND RANCH POLICY/NOTICE

Logan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding and a variety of agricultural activities are necessary to the county's vitality, economy, culture, landscape and lifestyle. Logan County recognizes agricultural operations as valuable, worthy of protection, and supports the right to farm and ranch in a manner consistent with generally accepted agricultural management practices.

Residents of property on or near agricultural land should be prepared to accept as normal the inconveniences of agricultural operations. These may include but are not limited to noise from tractors, equipment and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odors from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of fertilizers and pesticides, including aerial spraying; and movement of livestock and machinery on public roads. All normal and non-negligent agricultural operations may not be considered nuisances.



Public services in rural areas are not at the same level as urban or suburban settings. Road maintenance may be at a lower level. Mail delivery may not be as frequent because of distances. Utility services may be nonexistent or subject to longer periods of interruption. Law enforcement, fire protection and ambulance service will have **considerably** longer response times. Snow may not be removed from some county roads for several days after a major storm. The first priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than in urban areas. Farm and oil field equipment, ponds and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, livestock and territorial farm dogs may present real threats to children. Children's activities should be properly supervised for protection of children and livelihoods of farmers and ranchers. **PARENTS OR OTHER GUARDIANS MUST BE RESPONSIBLE FOR THEIR CHILDREN.**

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The goal is to act as good neighbors and citizens. Information about the topics described in this policy may be obtained from the Logan County Cooperative Extension Office, the Planning and Zoning Department and the Board of County Commissioners.

If you have any questions concerning this policy or the Reconciliation Committee, please contact the Logan County Planning Department for further information.

Seller _____
Seller _____

Date _____
Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT

Buyer _____
Buyer _____

Date _____
Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY

EXHIBIT "B"

APPENDIX

"Agricultural Land" means all real property within the boundaries of Logan County that is: (1) carried on the tax rolls as agricultural OR (2) all other land that has been used as an agricultural operation continuously for one (1) year.

"Agricultural Operation" includes, but is not limited to, the cultivation and tillage of the soil; composting; production, harvesting and processing of agricultural crops; viticulture, raising poultry and game birds; production of eggs; production of milk and dairy products; production of livestock, including pasturage; production of bees and their products; production of fish; production of fruit, vegetables and other horticultural crops; production of aquatic plants; aquaculture; production of timber and any commercial agricultural procedure performed as incident to in conjunction with such operations, including preparing for market, delivery to storage or to market or to carriers for transportation to market; and usage of land in furtherance of educational and social goals, such as 4-H, FFA, and the like.

"Generally Accepted Agricultural Practices" means those methods used in connection with agricultural operations which do not violate applicable federal, state or local laws or public health safety and welfare and which are generally accepted agricultural practices in the agriculture industry. Generally Accepted Agricultural Practices includes practices which are recognized as best management practices and those methods which are authorized by various governmental agencies, bureaus, and departments, such as the Logan County Extension Office of Colorado State University, the Colorado and Logan County Farm Bureaus, the Logan County Farmers Union, and the like. If no generally accepted agricultural practice exists or there is no method authorized by those agencies mentioned herein which governs a practice, the practice is presumed to be a generally accepted agricultural practice.

"Limitation of Actions" A private action may not be sustained with respect to an agricultural operation conducted on agricultural land on the grounds that the agricultural operation interferes or has interfered with the use or enjoyment of property, whether public or private, if the agricultural operation was, at the time the interference is alleged to arise, conducted substantially in accordance with the generally accepted agricultural practices.

"Nuisance" An agricultural operation which is not being conducted in accordance with generally accepted agricultural management practices, and which, as a result, injures, damages, hurts, inconveniences, or disturbs another in the free use, possession, or enjoyment of their property, or makes its ordinary use or occupation physically uncomfortable.



EXHIBIT "C"

DISPUTE RESOLUTION PROCEDURES
and
REAL ESTATE TRANSFER DISCLOSURE

Notwithstanding any provision of this section, no action alleging that an agricultural operation has interfered with the reasonable use or enjoyment of real property or personal well-being shall be maintained if the plaintiff has not sought and obtained a final judgment of the agricultural reconciliation committee, as defined below.

Resolution of Disputes and Procedure for Complaints and Investigation

A. Nuisances which affect public health.

(1) **Complaints.** A person may complain to the Northeast Colorado Health Department to declare that a nuisance, which affects public health, exists.

(2) **Investigations.** The health officer may investigate all complaints of a nuisance received against any agricultural operations. When a previous complaint involving the same condition resulted in a determination by the health officer that a nuisance condition did not exist, the health officer may investigate the complaint but the health office may also determine to not investigate such complaint. Similarly, if any particular individual or group of individuals has lodged spurious complaints, the health officer may investigate such a complaint, or may determine not to investigate such a complaint. The Northeast Colorado Health Department may initiate any investigation without citizen complaint.

(3) **Declaration of Nuisance.** If the health officer determines that a nuisance exists, the health department may declare the existence of a nuisance. In determining whether nuisance conditions exist in connection with an agricultural operation, the health officer shall apply the criteria provided in state law and in the Right to Farm & Ranch Resolution. Further, the health officer may consider the professional opinion of the Logan County Extension Office of Colorado State University, or other qualified experts in the relevant field, in determining whether the agricultural operation being investigated is conducted in accordance with generally accepted agricultural management practices.

B. Nuisances Not Involving Public Health. The alleged nuisance must be described in a signed, written complaint to the Board of County Commissioners. This must be accompanied by a \$100 retainer. If the ruling by the Dispute Resolution Board is favorable to the complainer, the \$100 is returned. The Mediation Panel will provide the conditions and remedies to both parties.

C. Resolution of Disputes Regarding Agricultural Operations. The Agricultural Conflict Resolution Program is a forum for the resolution of conflicts between or among landowners and/or residents regarding agricultural activities, operations, or practices occurring within Logan County.

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1.(a) Mediation Panel. A Mediation Panel shall be appointed for the purpose of hearing grievances regarding agricultural conflicts between Logan County landowners or residents and making recommendation for the resolution of such conflicts. The panel shall be made up of three (3) residents of Logan County, appointed by the Board of County Commissioners. The Board of County Commissioners shall appoint members on a case-by-case basis. Priority in the appointment shall be given to individuals with mediation, arbitration, other dispute resolution skills and a particular expertise in the area of the complaint; however, experience in ranching or farming shall be mandatory for at least two members of the panel.

(b) Members of the panel shall receive no compensation, but may receive reasonable expenses incurred in the carrying out of their duties, and the County shall make reasonable staff time and other in-kind resources available to the panel, as needed. If the Mediation Panel feels a paid expert in an area that County resources do not cover would be beneficial to their deliberations one or both of the parties will pay for the cost, if they agree.

2. Procedures and Rules. The initial Mediation Panel shall draft and recommend rules or procedures for the hearing of grievances by the panel. Once drafted, the rules or procedures shall be presented to the Board for approval and adoption. Amendments to the rules and procedures shall be made in the same manner. The rules or procedure recommended by the panel and adopted by the Board shall conform in the minimum to the following:

(a) Hearing of grievances shall be informal and appearances before the panel shall be by the parties themselves without representation by an attorney; a party may be represented by counsel to receive general advice on how to proceed or whether to accept a resolution recommended by the panel, but such counsel may not make an appearance, in person, in writing, or otherwise, before the panel;

(b) Hearing of grievances is mandatory and acceptance of any recommendation of the panel shall be voluntary; and the results are not binding on either party, unless the parties by mutual written agreement agree that they shall be bound by the decision of the Mediation Panel.

(c) All proceedings shall be confidential and no panel member or other county staff shall disclose any information discovered or made known in the course of any grievance proceeding, absent consent by the parties.

(d) Notwithstanding subparagraph (c) above, the final recommendation of the panel may be presented as evidence by any interested party to any Court authorized to hear such matter, if said matter is pursued through litigation after the panel's final recommendation has been made.

(e) Resolution of the complaint shall take place not more than 60 days from the date it is filed.

Exhibit D

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Erik Ellis
Project Development Mgr. Americas
Wind Energy Prototypes, LLC
13000 Jameson Road
Tehachapi, California 93561

(Space above this line for Recorder's use only)

MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION is made and entered into as of October 12, 2004, by and between Otto E. Lueking Jr., located at 14755 CR 56, Yuma, CO 89759 (referred to herein as "Owner"), and Wind Energy Prototypes, LLC, a Delaware limited liability company, located at 13000 Jameson Road, Tehachapi, CA 93561 (referred to herein as "WEP").

WHEREAS:

A. The parties have entered into an Option Agreement for Easement (the "Agreement") which by its terms grants to WEP an interest in certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

B. The term of the option is for a period of five (5) years from the date hereof. WEP shall have the option to extend such term for an additional two (2) years;

C. If the option is exercised by WEP or its successor or assign recording a Notice of Exercise of Option in the Official Records of the County in which the Property is located, WEP will have a windpark easement for wind energy development across and related rights over the Property for a period of not more than forty (40) years, which shall include thirty (30) years of continuous use of the Property as a wind farm, as more particularly set forth in the Agreement; and

D. The parties desire to enter into this Memorandum of Option which is to be recorded in order that third parties may have notice of the interest of the Owner and WEP in the Property and of the existence of the option to enter into a windpark easement covering the Property, as set forth in the Agreement and of certain easements and rights granted to WEP in the Property as part of the Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Agreement to be paid and performed by WEP, Owner hereby grants to WEP that certain exclusive option to enter into an easement agreement covering the Property on the terms and conditions set forth in the Agreement together with certain present easements to use and enjoy the Property all more particularly set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum of Option by reference as though fully set forth herein, and the Agreement and this Memorandum of Option shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and the Agreement, the terms of the Agreement shall prevail.



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The Option evidenced by this Memorandum of Option may be exercised by WEP's sole execution and recording of a Notice of Exercise whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon the Property, Owner, WEP, all successive owners of the Property and the successors and assigns of Owner and WEP.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the date set forth above.

"OWNER"

Otto E. Lucking Jr.
Otto E. Lucking Jr.

"WEP"

Wind Energy Prototypes, LLC, a Delaware limited liability company

By: [Signature]
Name: David E. Seader
Title: Manager, Project Development

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Exhibit A to Exhibit D

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN LOGAN COUNTY, COLORADO, DESCRIBED AS:

Township 9 North, Range 48 West, of the Sixth P.M., Logan County, Colorado:

Section 7:
W1/2

Section 18:
S1/2NW1/4, SW1/4

Section 19:
ALL;

EXCEPT a tract of land in the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Nine (9) North, Range Forty-eight (48) West of the Sixth Principal Meridian, Logan County, Colorado, described as follows: Commencing at the South quarter corner of said Section Nineteen (19); thence along the South line of said Southeast Quarter (SE1/4), North 90°00'00" East 260 feet to the true point of beginning; thence continuing along said South line, North 90°00'00" East 30 feet; thence North 00°00'00" East 75 feet; thence South 90°00'00" West 30 feet; thence South 00°00'00" West 75 feet to the point of beginning.

Total Acres: 1160



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NOTARIAL ACKNOWLEDGMENTS

STATE OF COLORADO

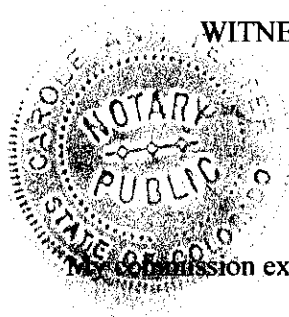
COUNTY OF

Phillips

)
) ss
)

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Otto E. Lueking Jr.

WITNESS my hand and official seal.



Carole Ann Seetee
Notary Public

My Commission expires: June 6, 2006



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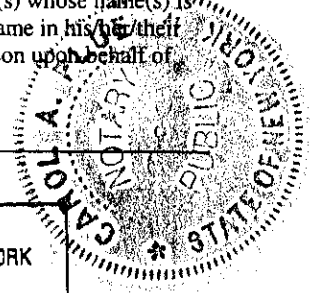
ACKNOWLEDGEMENT OF CONVEYANCE

State of New York)
County of Schenectady) ss.:

On the 19th day of November in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared David E. Searles personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/ (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carol A. Plue

CAROL A. PLUE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01PL6109679
QUALIFIED IN SCHENECTADY COUNTY
MY COMMISSION EXPIRES MAY 17, 2008



AFTER RECORDING RETURN TO:
Colorado Highlands Wind, LLC
6 West Dry Creek Circle, Suite 150
Littleton, CO 80120

EXHIBIT D

MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION is made and entered into as of October 12, 2011 by and between Otto E. Lueking Jr, located at 14755 CR 56, Yuma, CO 80759 (referred to herein as "Owner"), and Colorado Highlands Wind, LLC, a Delaware limited liability company, located at 6 West Dry Creek Circle, Suite 150, Littleton, CO 80120 (referred to herein as "CHW").

WHEREAS:

A. The parties have entered into an Option Agreement for Easement (the "Agreement") which by its terms grants to CHW an interest in certain land which is more particularly described in Exhibit A attached thereto and incorporated by this reference (the "Property") in the form of the exclusive right and option to have easements on, over, under and across the Property to evaluate, develop, construct and operate wind-powered electrical generating equipment together with ancillary easements for transmission and access (the "Option");

B. The term of the Option is for a period of five (5) years from the date hereof. CHW shall have the option to extend such term for an additional two (2) years and CHW may terminate the Agreement without fee, upon two months prior written notice of termination to Owner;

C. If the Option is exercised by CHW or its successor or assign recording a Notice of Exercise of Option in the Official Records of the County in which the Property is located, CHW will have a windpark easement for wind energy development across and related rights over the Property for a period of not more than forty (40) years, which shall include thirty (30) years of continuous use of the Property as a wind farm, as more particularly set forth in the Agreement; and

D. The parties desire to enter into this Memorandum of Option which is to be recorded in order that third parties may have notice of the interest of the Owner and CHW in the Property; of the existence of the Option to enter into a windpark easement covering the Property, as set forth in the Agreement and of certain easements and rights granted to CHW in the Property as part of the Agreement; including the following:

- a. Owner grants to CHW an easement during the term of the Agreement for CHW and its employees, agents and permittees to have access to the Property for the purposes of inspection, survey, design of improvements, tests, and other actions reasonably related to the investigation by CHW of the suitability of the Property for CHW's business purposes, including, but not limited to conducting wind and weather monitoring activities, meteorological studies and soil, environmental, archeological and geologic studies on the Property. "Conducting wind and weather monitoring activities" includes, but is not limited to, the right of CHW to erect, relocate, maintain and operate anemometers on the Property. If, after the resource evaluation, CHW notifies Owner that it wishes to terminate this Agreement or if this Agreement expires without CHW exercising the Option, CHW shall promptly remove all its equipment from the Property and restore the Property as near as possible to its original condition.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Agreement to be paid and performed by CHW, Owner hereby grants to CHW that certain exclusive option to enter into an easement agreement covering the Property on the terms and conditions set forth in the Agreement together with certain present easements to use and enjoy the Property all more particularly set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum of Option by reference as though fully set forth herein, and the Agreement and this Memorandum of Option shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and the Agreement, the terms of the Agreement shall prevail.

CHW shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under the Agreement without Owner's consent; provided however, that the term of any such transfer shall

not extend beyond the term of the Option and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment or transfer shall relieve CHW of its obligations under the Agreement unless CHW assigns its entire interest under the Agreement, in which event CHW shall have no continuing liability.

The Option evidenced by this Memorandum of Option may be exercised by CHW's sole execution and recording of a Notice of Exercise, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon the Property, Owner, CHW, all successive owners of the Property and the successors and assigns of Owner and CHW.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the date set forth above.

"OWNER"

Otto E. Lucking Jr.

"CHW"

Colorado Highlands Wind, LLC, a Delaware limited liability company

By: James S. Mullen

Name: James S. Mullen

Title: MANAGING MEMBER

STATE OF COLORADO)
COUNTY OF Phillips)

ss.

The foregoing instrument was acknowledged before me this 15th day of September, 2011, by
OTTE, Luening Jr

My commission expires: June 6, 2014

Witness my hand and official seal.

Cassidy Ann Decker
Notary Public

STATE OF COLORADO)
COUNTY OF Arapahoe)

ss.

The foregoing instrument was acknowledged before me this 20 day of September, by
James Michael

My commission expires: 08/15/2012

Witness my hand and official seal.

JONATHAN EATON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/15/2012

Jonathan Eaton
Notary Public

STATE OF _____)
COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, by
_____, as _____ of Colorado Highlands Wind, LLC, a
Delaware limited liability company.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A
(Property)

Section 7: Township 9 North, Range 48 West, of the Sixth P.M., Logan County, Colorado:
W1/2

Section 18: S1/2NW1/4, SW1/4

Section 19: ALL; EXCEPT a tract of land in the SE1/4 of Section 19, T9N, R48W of the 6th P.M., Logan County Colorado, described as follows: Commencing at the South quarter corner of said Section 19; thence along the South line of said SE1/4, N 90 degrees 00 minutes 00 seconds E 260 feet to the true point of beginning; thence continuing along said South line, N 90 degrees 00 minutes 00 seconds E 30 feet; thence N 00 degrees 00 minutes 00 seconds E 75 feet; thence S 90 degrees 00 minutes 00 seconds W 30 feet; thence S 00 degrees 00 minutes 00 seconds W 75 feet to the point of beginning.

Total Acres: 1160

Exhibit C

REQUESTED BY AND
WHEN RECORDED RETURN TO:

Colorado Highlands Wind, LLC
6 West Dry Creek Circle, Suite 150
Littleton, CO 80120

(Space above this line for Recorder's use only)

NOTICE OF EXERCISE OF OPTION

This Notice of Exercise of Option ("Notice of Exercise") is made and given as of the 8th day of May, 2012 by COLORADO HIGHLANDS WIND, LLC, ("CHW"), with reference to the following facts:

A. CHW and OTTO E. LUCKING ("Owner") entered into that certain Option Agreement for Easement dated 10-12-11 (the "Option Agreement"), a Memorandum of which of the same date was recorded on 1-23-12 in the Official Records of Logan County, Colorado (the "Official Records") as Instrument No. 706731 (both Option and Memorandum are herein together referred to as the "Option and Easement Agreement").

B. The Option and Easement Agreement pertains to the property described in Exhibit A attached hereto (the "Property") and provides that upon CHW or its successor or assign executing and recording this Notice of Exercise in the Official Records, all of the easements and rights to develop, construct and operate wind-powered electrical generating equipment on the Property together with all ancillary easements for transmission and access set forth in Exhibit B to the Option Agreement shall be effective and binding on the Property, the Owner and CHW. A copy of Exhibit B to the Option Agreement, (not including Section 4, the "Payments to Owner" provision thereof which is confidential and not intended to be included as part of the public record), is attached hereto as Exhibit B to the Notice of Exercise.

NOW, THEREFORE, CHW hereby exercises the Option granted in Section 2 of the Option Agreement and agrees that all easements, rights and obligations set forth in Exhibit B are effective and binding on the Property, the Owner, and CHW, all successive owners of the Property and the successors and assigns of Owner and CHW.

IN WITNESS WHEREOF, CHW has executed this Notice of Exercise as of the date first above written.

COLORADO HIGHLANDS WIND, LLC,

By: Jim S. Mielke

Title: MANAGING MEMBER

Exhibit A to Exhibit C

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN LOGAN COUNTY, COLORADO, DESCRIBED AS:

Township 9 North, Range 48 West, of the Sixth P.M., Logan County, Colorado:

Section 18: S1/2NW1/4, SW1/4

Section 19: ALL;

EXCEPT a tract of land in the SE1/4 of Section 19, T9N, R48W of the 6th P.M., Logan County Colorado, described as follows: Commencing at the South quarter corner of said Section 19; thence along the South line of said SE1/4, N 90 degrees 00 minutes 00 seconds E 260 feet to the true point of beginning; thence continuing along said South line, N 90 degrees 00 minutes 00 seconds E 30 feet; thence N 00 degrees 00 minutes 00 seconds E 75 feet; thence S 90 degrees 00 minutes 00 seconds W 30 feet; thence S 00 degrees 00 minutes 00 seconds W 75 feet to the point of beginning.

Total Acres: 880

EXHIBIT B TO
EXHIBIT C NOTICE OF EXERCISE OF OPTION
GRANT OF WINDPARK EASEMENT AND
EASEMENT AGREEMENT

THIS GRANT OF WINDPARK EASEMENT AND EASEMENT AGREEMENT ("Agreement") is attached to and made a part of that certain Option Agreement for Easement (the "Option Agreement") by and between Owner and CHW, and is further attached to and made a part of that certain Notice of Exercise of Option Agreement ("Notice of Exercise") executed by CHW in accordance with the Option Agreement. Owner and CHW are sometimes herein referred to as the "parties." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Option Agreement. The terms and provisions set forth herein shall become applicable to and binding upon the parties and the Property upon the recording of the Notice of Exercise described below.

1. Grant of Easement. Effective upon the recording in the Official Records of a Notice of Exercise of Option in the form attached as Exhibit C to the Option Agreement (the "Notice of Exercise") signed by CHW or its successor or assign, Owner hereby grants and conveys to CHW an exclusive easement in gross on, over, under and across all or such portion of the Property as defined in the Notice of Exercise for wind resource evaluation, wind energy development, energy transmission and related wind energy development uses, all as described in Section 2 below. Owner also hereby grants to CHW a non-exclusive easement in gross on, over and across any and all access routes to and from the Property for purposes of ingress and egress to and from the Property. The easements and other rights granted by Owner in this Agreement are an easement in "gross" which means that they are interests personal to CHW, and its successors and assigns, as owner of the easements.

2. Permitted Uses of the Property by CHW. The exclusive easements described above shall permit CHW to conduct the following activities on the Property:

2.1 Wind Resource and Other Evaluations. CHW may erect, relocate, maintain and operate anemometers and other wind and weather monitoring equipment, steel towers, concrete slabs, fences and buildings to properly operate, house, protect and otherwise facilitate CHW's wind and weather monitoring activities. The exact location of this equipment and related facilities shall be determined by CHW in its sole discretion. CHW may also fly kites and balloons and conduct other meteorological studies and conduct soil and geologic studies at the Property.

2.2 Wind Energy Conversion Systems. CHW may erect, relocate, maintain and operate wind energy conversion systems of any type and in such quantity as CHW determines in its sole discretion. The exact location of such wind energy conversion systems shall be determined by CHW in its sole discretion, but CHW shall not locate, position or place any Turbine within one thousand (1000) feet of any occupied residence as such residence exists on the Effective Date hereof. The term "wind energy conversion systems" includes all equipment and improvements necessary or useful for the conversion of wind energy into electricity, including large turbine generators, steel towers, foundations and concrete pads, footings, guy wires, anchors, fences and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, required lines and substation facilities to transfer power from the generators to power transmission lines, energy storage devices, and other power production equipment. All wind energy conversion systems are and shall remain the property of CHW.

2.3 Transmission Facilities and Roads. CHW may erect, relocate, maintain and operate such power transmission and communication lines, poles, anchors, support structures, underground cables, substations and interconnection facilities and equipment and any related or ancillary facilities or improvements, and associated roads for access and for installation and repair, maintenance and operation purposes as CHW in its sole discretion deems to be necessary or appropriate to transmit power and transport workers, tools, material, equipment and other necessary items to and from or across the Property.

2.4 Other Easements. The Easements shall include an exclusive easement to permit the wind energy conversion systems located on the Property, on adjacent property or elsewhere to: overhang the Property; cast

and agreements set forth in this Agreement to be performed by CHW to the extent that CHW failed to perform the same prior to the execution and delivery of the new easement agreement.

9. **Condemnation.** Should title or possession of all of the Property be taken in condemnation proceedings by a governmental agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for CHW's use, then this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made by Owner, except that CHW shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that CHW has the right to remove, and for the loss and damage to any such property that CHW elects or is required not to remove, and for the loss of use of the Property by CHW. It is agreed that CHW shall have the right to participate in any settlement proceedings.

10. **Termination.**

10.1 **Defaults.** Each of the following events shall constitute an event of default by the parties and, subject to Section 8.2 above, shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(a) The failure or omission by either party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other party;

(b) The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed one-hundred eighty (180) days, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other party; or

(c) A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has a involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

10.2 **Termination by CHW.** CHW may terminate this Agreement at any other time by giving Owner at least three months' notice and paying Owner a termination fee equal to the Minimum Rent applicable to a three month time period.

10.3 **Surrender of Property.** On the termination of the Agreement, CHW shall peaceably and quietly leave, surrender and return the Property to Owner. CHW agrees and hereby covenants to dismantle and remove all equipment, improvements, fixtures and other property owned or installed by CHW or its affiliates on the Property (provided that all footings and foundations shall be removed to a depth of four (4) feet below the surface of the ground and covered with soil) within one hundred eighty (180) days from the date of termination. In addition to any other remedies available to Owner, should CHW fail to remove such property within one hundred eighty (180) days from the date of termination of this Agreement, any and all property remaining on the Property beyond such one hundred eighty (180) day removal period shall be deemed abandoned to Owner and CHW hereby agrees to relinquish any and all rights to any such property.

11. **Miscellaneous Provisions.**

11.1 **Force Majeure – Delays.** Except as otherwise expressly provided in this Agreement, should the performance of any act required by this Agreement to be performed by either Owner or CHW be prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

11.2 Assignment. CHW shall at all times have the right to sell, assign, encumber, transfer, or grant easements to any or all of its rights and interests under this Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the term of this Agreement and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or easement shall relieve CHW of its obligations under this Agreement unless CHW assigns its entire interest hereunder, in which event CHW shall have no continuing liability. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees, and agents. The easements shall inure to the benefit of CHW and its successors, assigns, permittees, licensees, lessees, employees and agents.

11.3 Further Assurances. Each of the parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including consents to any assignments, pledges or transfers permitted under Section 8.2 and 11.2 and reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by CHW of the rights granted under this Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Lender which requires such an agreement providing that Owner shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Agreement. Owner and CHW further agree that they shall, at any time during the term of this Agreement within ten (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications). The statements shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing or that defaults exist and the nature of such defaults. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by CHW, Owner shall: (a) enter into any reasonable amendment hereto (1) to correct an error in this Agreement, (2) to amend the legal description attached hereto (including by replacing said legal description with a revised description prepared or provided by CHW's surveyor or title company), (3) that may be required by any Lender or in connection with the transfer by CHW of its rights under this Agreement or (4) to cause this Agreement to comply with Law; (b) execute and deliver to CHW any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; (c) enter into any reasonable consent and nondisturbance agreement with any Lender, stating that Owner shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default under this Agreement, and stating such other things as such Lender may reasonably request; (d) join in any grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as CHW may deem necessary or desirable for its development and use of the Property; (e) join with CHW in the signing of any protest, petition, appeal or pleading that CHW may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as CHW may deem necessary or desirable for CHW's development and use of the Property as contemplated by this Agreement; and (f) if because of the nature of this Agreement CHW is unable to qualify for any tax credit or similar benefit associated with the wind energy conversion systems installed by CHW on the Property, amend this Agreement to assure that CHW will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and CHW agrees to pay Owner's reasonable out of pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this Section 11.3. Without limiting the generality of the foregoing, Owner shall not oppose, in any way, whether directly or indirectly, any application by CHW for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

11.4 Notices. All notices or other communications required or permitted hereunder, including notices to Lenders, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the addresses set forth on the first page of the Option Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day

following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 11.4.

11.5 No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

11.6 Construction of Agreement.

11.6.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Property is located applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such state or any other state.

11.6.2 Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either party.

11.6.3 Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.6.4 Headings. The section headings contained in this Agreement are for purposes of references and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

11.7 Attorneys' Fees. If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

11.8 Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same.

11.9 Entire Agreement. The Option Agreement, together with its attached schedules and exhibits including this Easement Agreement, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the Parties.

ACKNOWLEDGEMENT

STATE OF COLORADO)

) SS.

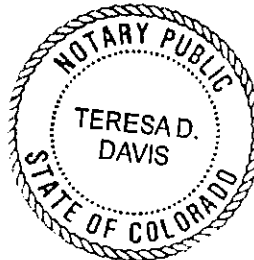
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 8TH day of May, 2012, by JAMES I. MICHAEL as MANAGING MEMBER of Colorado Highlands Wind, LLC, a DELAWARE LLC

My commission expires: 02-01-2016

Jerusa O Davis


Witness my hand and official seal.



My Comm. Expires 02-01-2016

REQUESTED BY AND
WHEN RECORDED RETURN TO:

Colorado Highlands Wind, LLC
2001 E. Easter Avenue, Suite 100
Centennial, CO 80122

708263 05/10/2012 01:23 PM B: 00996 P: 430 CERT
Page: 1 of 22 R \$116.00 D \$0.00 T \$116.00
Pamela M. Bacon Clerk & Recorder, Logan County, Co


**ESTOPPEL CERTIFICATE
COLORADO HIGHLANDS WIND FARM PROJECT
OPTION AGREEMENT FOR EASEMENT**

Recitals

1. The undersigned (individually and collectively, "Owner") is the owner of the property (the "Property") more particularly described in Exhibit A attached hereto and made a part hereof.
2. Owner, as grantor, and Colorado Highlands Wind, LLC ("CHW"), as Company, entered into those certain agreements more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Relevant Documents").
3. The Relevant Documents grant an exclusive right and option to CHW to certain easements on, over, under and across the Property to evaluate, develop, construct and operate wind-powered electrical generating equipment together with all ancillary easements for transmission and access subject to and upon the terms and conditions contained in the Relevant Documents.
4. This Estoppel Certificate covers and relates to the Relevant Documents and the Property defined therein. Capitalized terms used, but not defined herein, shall have the meanings given to such terms in the Relevant Documents.

Understandings and Acknowledgements

A. Owner understands and acknowledges that Company, subject to the terms of the Relevant Documents, has the exclusive right to, and intends to, evaluate, develop, construct and operate wind-powered electrical generating equipment on, over, under and across the Property, together with all ancillary easements for transmission and access, in connection with the Company's ownership, development, operation and maintenance of an approximately 67.2 MW wind-powered electric energy generation facility in Logan County, Colorado (collectively, the "Project").

B. Owner understands and acknowledges that Aircraft Services Corporation or one or more of its affiliates (collectively, "EFS") may make an equity investment to finance the development and/or construction of the Project (collectively, the "Equity Investment").

C. Owner understands and acknowledges that Stewart Title Guaranty Company and/or one or more title insurance companies (individually and collectively, "Title Insurer") may issue title insurance to the Company in connection with the Project and/or to EFS in connection with the Equity Investment.

E. Owner understands and acknowledges that Company, EFS and the Title Insurer (collectively, the "Relying Parties") will rely on this Estoppel Certificate in entering into such transactions and/or acquiring, constructing, financing and/or insuring such Project.

F. Owner understands, acknowledges and agrees that in the event this Estoppel Certificate is recorded in the real estate records of Logan County, Colorado, the provisions concerning consideration, fees and payments to Owner contained in the Relevant Documents may be obscured in order to protect confidential information pertaining to Owner and Company.

Certifications, Representations and Warranties

NOW, THEREFORE, Owner hereby certifies, represents and warrants to the Relying Parties, and each of their respective successors and assigns, as follows:

1. True, correct and complete copies of the Relevant Documents and all amendments thereto are attached hereto as Exhibit C. The Relevant Documents (i) collectively constitute the entire agreement between Owner and the Company with respect to the Project, the Property and the Easements, and no other agreements, covenants, or understandings exist between Owner and the Company other than as set forth in Exhibit C; (ii) are valid and in full force and effect in accordance with their terms on and as of the date hereof, (iii) except as indicated in Exhibit C, have not been amended, supplemented, modified or assigned in any way, (iv) have not been waived, surrendered, canceled, abandoned or terminated by Owner or Company, whether in writing or pursuant to a purported oral waiver, surrender, cancellation, termination or abandonment, and (v) upon exercise by CHW or its successor or assign of the option contained in the Relevant Documents in accordance with the provisions of the Relevant Documents, all of the easements, rights and other provisions contained in the Relevant Documents shall become immediately effective and binding upon such portion of the Property identified in the Notice of Exercise of Option.

2. Owner owns the Property in fee simple, subject to no liens, encumbrances, covenants, conditions, reservations, restrictions, easements, oil, gas or mineral leases or similar interests, leases, tenancies, subleases, licenses, co-tenancies or occupancies except for any future lien for property taxes that are not now due and payable and except as otherwise shown in the real property records of Logan County, Colorado.

3. All consideration, rent, fees and payments required to be paid to Owner pursuant to the Relevant Documents up to and including the date hereof have been given and paid in full.



4. Company has fulfilled all of its obligations under the Relevant Documents up to and including the date hereof, and to the best of Owner's knowledge, as of the date hereof no breach or default exists under any of the Relevant Documents, nor has any act or omission occurred which, with the giving of notice or the passage of time, or both, would constitute a breach or default under any of the Relevant Documents or otherwise allow Owner to terminate or to suspend its performance under the Relevant Documents.
5. No controversy presently exists among the parties to the Relevant Documents, including any litigation or arbitration, concerning the Project, the Property or the Easements or the performance of the terms thereof or any other matter including, without limitation, any outstanding or disputed claims for any repairs or damages. To the best of Owner's knowledge, no disputes, claims or litigation exist asserting that any of the Relevant Documents is unenforceable or violates any lease, contract or other agreement to which Owner is a party or by which the Property is bound.
6. To the best of Owner's knowledge, no hazardous substances, hazardous materials, toxic substances or solid wastes have been used, treated, stored, disposed of or released on the Property, except in such quantities as may be required in connection with Owner's agricultural use of the Property and in full compliance with all applicable laws, rules and regulations. Owner has not received any notice of any environmental liability or any alleged violation of any law, rule or regulation involving protection of the environment or hazardous substances, hazardous materials, toxic substances or solid waste with respect to the Property.
7. Owner has not received any notice from any governmental or other authority with respect to a condemnation or threat of condemnation of all or any portion of the Property.
8. There are no actions, whether voluntary or otherwise, pending against Owner under the bankruptcy or insolvency laws of the United States or of any state or territory of the United States.
9. Owner hereby ratifies and confirms, as of the date hereof, all of its representations, warranties and covenants contained in the Relevant Documents.
10. No consent or approval of Owner is required in connection with the Equity Investment. Owner agrees (i) that all references in the Relevant Documents to CHW shall be deemed to mean and refer to the Company and its successors, transferees or assigns, and (ii) to provide additional Estoppel Certificates as to the matters set out in this certificate in writing upon the reasonable request of any Relying Parties and/or any of their respective successors, transferees or assigns.
11. All notices or other communications required and/or permitted to be given to CHW under the Relevant Documents shall be given to the Company at the address provided below (or such other address specified by the Company):


Colorado Highlands Wind, LLC
2001 E. Easter Avenue, Suite 100
Centennial, Colorado 80122

ESTOPPEL CERTIFICATE

PAGE 3

A/74780477.8

2126766.2

708263 05/10/2012 01:23 PM B: 00996 P: 430 CERT
Page: 3 of 22 R \$116.00 D \$0.00 T \$116.00
Pamela M. Bacon Clerk & Recorder, Logan County, Co


With copies to:

EFS CHW. LLC
c/o GE Energy Financial Services, Inc.
800 Long Ridge Road
Stamford, Connecticut 06927

12. The execution, delivery and performance by Owner of the Relevant Documents and this Estoppel Certificate have been duly authorized by all necessary action on the part of Owner, and do not and will not require any further consents or approvals that have not been obtained or violate any provision of law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Owner.

13. All government approvals necessary for the execution, delivery and performance by Owner of its obligations under the Relevant Documents have been obtained and are in full force and effect.

14. This Estoppel Certificate and the Relevant Documents are legal, valid and binding obligations of the Owner, and its successors and assigns, enforceable against Owner and its successors and assigns in accordance with their respective terms.

15. This Estoppel Certificate may be relied upon by, and shall inure to the benefit of, each of the Relying Parties, and their respective successors and assigns, and shall be binding upon Owner and its heirs, representatives, successors and assigns, including, without limitation, all successor owners of the Property or any part thereof or Owner's interest in the Relevant Documents. This Certificate is not intended to limit any rights of the Relying Parties under the Relevant Documents.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner has executed this Estoppel Certificate to be effective
as of May 3, 2012.

OWNER:

Otto E. Lucking Jr.

STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 3rd day of May, 2012,
by Otto E. Lucking, Jr.

Witness my hand and official seal.

Sandra L. Glaser
Notary Public

My commission expires: 4-23-2016

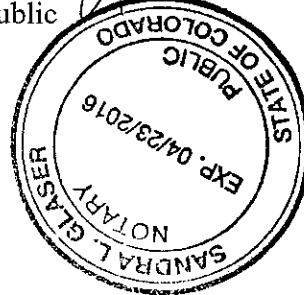


EXHIBIT A

THE PROPERTY

Township 9 North, Range 48 West, of the Sixth P.M., Logan County, Colorado:

Section 7: W1/2

Section 18: S1/2NW1/4, SW1/4

Section 19: ALL; EXCEPT a tract of land in the SE1/4 of Section 19, T9N, R48W of the 6th P.M., Logan County Colorado, described as follows: Commencing at the South quarter corner of said Section 19; thence along the South line of said SE1/4, N 90 degrees 00 minutes 00 seconds E 260 feet to the true point of beginning; thence continuing along said South line, N 90 degrees 00 minutes 00 seconds E 30 feet; thence N 00 degrees 00 minutes 00 seconds E 75 feet; thence S 90 degrees 00 minutes 00 seconds W 30 feet; thence S 00 degrees 00 minutes 00 seconds W 75 feet to the point of beginning.

EXHIBIT B

THE RELEVANT DOCUMENTS

OPTION AGREEMENT FOR EASEMENT made and entered into on October 12, 2011 by and between Otto E. Lueking Jr. and Colorado Highlands Wind, LLC.

EXHIBIT C

COPIES OF THE RELEVANT DOCUMENTS

(see attached)

**ORIGINAL
COPY**

1. Basic Provisions. The following terms shall have the meanings set forth below:

- _____

118
7910
Definitions Applicable to Easement
Agreement if Option is Exercised:

(a) "Minimum Rent"

(b) "Royalty Percentage"

(c) "Operating Period"

(d) "Term"

Unless the Option is not exercised or the Easement Agreement has been earlier terminated, the period commencing on the first production of wind energy in commercial quantities (and not merely for testing) by CHW on the Property and continuing for thirty (30) years thereafter.

The period commencing upon the recording of the Notice of Exercise in the Official Records and continuing to the end of the Operating Period.

2. **Grant of Option.** Owner grants to CHW the exclusive right and option (the "Option") to have easements on, over, under and across the Property to evaluate, develop, construct and operate wind-powered electrical generating equipment together with all ancillary easements for transmission and access in accordance with the terms and provisions of the Grant of Windpark Easement and Easement Agreement attached hereto as Exhibit B and incorporated herein by this reference (the "Easement Agreement"). This Option is made and given on the terms and conditions set forth in this Option Agreement.
3. **Option Fee.** As consideration for the Option, commencing on the Effective Date and continuing on each anniversary of the Effective Date until the Option is exercised or this Option Agreement is terminated, CHW shall make annual payment to Owner of the Option Fee.
4. **Exercise of Option.** CHW may exercise the Option over any portion of the Property or the entire Property at CHW's sole discretion at any time during the Option Period by signing and recording a "Notice of Exercise of Option" in the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice of Exercise") in the Official Records of the County in which the Property is located (the "Official Records"). Upon such recording of the Notice of Exercise, all of the easements, rights and other provisions of the Easement Agreement shall become immediately effective and binding upon all or such portion of the Property as identified in the Notice of Exercise, and upon Owner and CHW without any further act or action of either party. CHW shall also send a copy of the Notice of Exercise to Owner; however, sending or the failure to send such a copy shall not affect the validity of the exercise of the Option.
5. **Representations, Warranties and Covenants.** Owner represents and warrants to CHW that it owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to CHW in a title report or other document delivered to CHW prior to the execution of this Option Agreement. Owner further represents and warrants to CHW that Owner and each person signing this Option Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Option Agreement and grant the interests herein granted. All persons having any

ownership or possessory interest in the Property (including spouses) are signing this Option Agreement. Owner also represents that Owner will obtain any necessary consent and/or subordination agreement(s) from any and all tenants having a possessory interest in the Property at the time the Option is exercised.

6. Access to Property for Inspection and Resource Evaluation. Owner hereby grants CHW an easement during the Option Period for CHW and its employees, agents and permittees to have access to the Property for the purposes of inspection, survey, design of improvements, tests, and other actions reasonably related to the investigation by CHW of the suitability of the Property for the CHW's business purposes, including, but not limited to conducting wind and weather monitoring activities, meteorological studies and soil, environmental, archeological and geologic studies on the Property. "Conducting wind and weather monitoring activities" includes, but is not limited to, the right of CHW to erect, relocate, maintain and operate anemometers on the Property. If, after the resource evaluation, CHW notifies Owner that it wishes to terminate this Agreement or if this Agreement expires without CHW exercising the Option, CHW shall promptly remove all of its equipment from the Property and restore the Property as near as possible to its original condition. CHW agrees to indemnify and hold harmless Owner, its officers, agents and employees from all liability, loss claim damage, cost and expense caused by or resulting from the exercise of the Option or the termination of this Option Agreement.

7. Termination.

7.1. Defaults. Each of the following events shall constitute an event of default by the parties and shall permit the non-defaulting party to terminate the Option Agreement and/or pursue all other appropriate remedies.

7.1.1. The failure or omission by CHW to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after Owner has both (a) recorded a notice of the default in the Official Records and (b) delivered a written notice of the default to CHW.

7.1.2. The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Option Agreement, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed one hundred eighty (180) days, if such failure or omission cannot reasonably be cured within such thirty (30) day period) after written notice from the other party; or

7.1.3. A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it such involuntary petition or request is not dismissed within sixty (60) days after filing.

7.2 Termination by CHW. CHW may terminate this Agreement, without fee, upon two months prior written notice of termination to Owner.

8. Effect of Option Agreement; Interest in Real Property. The parties intend that the Option Agreement create a valid and present interest in the Property in favor of CHW. Therefor, this Option shall be deemed an interest in and encumbrance upon the Property and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. Owner covenants and agrees that during the Option Period, Owner shall not, except as otherwise provided herein, convey the Property or any interest therein or permit any lien or encumbrance to attach to the Property. Notwithstanding the foregoing, (i) Owner may sell or transfer the Property as long as Owner obtains from the buyer or other transferee a written assumption of Owner's obligations hereunder in a form satisfactory to CHW, and (ii) Owner may mortgage the Property as long as Owner obtains the written agreement of the mortgagee that, upon any foreclosure, mortgagee or any purchaser at a foreclosure sale will recognize this Agreement and assume Owner's obligations hereunder in a form satisfactory to CHW. Owner shall also always protect and defend CHW's interest in the Property and its rights and benefits under this Option Agreement.

9. Assignment. CHW shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Option Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the Option Period and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Option Agreement. No such sale, assignment, or transfer shall relieve CHW of its

obligations under this Option Agreement unless CHW assigns its entire interest hereunder, in which event CHW shall have no continuing liability.

10. Miscellaneous.

10.1 Incorporation of Miscellaneous Terms. The terms and provisions set forth in Sections 11.1 and 11.4 through 11.8 of the Easement Agreement are incorporated herein by this reference as if set forth in full herein.

10.2 Recording of Memorandum. Concurrent with the execution of this Option Agreement the parties shall execute, acknowledge and record a Memorandum of Option and Easement in the form attached hereto as Exhibit D and incorporated herein by this reference.

10.3 Further Assurances. It is intended that the rights and benefits hereunder be realized and enjoyed without the execution or delivery of any other or further documents or instruments, with the exception of the Notice of Exercise. Nonetheless, at the request of either party, each party shall promptly execute and deliver all other or further documents and instruments that either party may require or desire, including, without limitation, the Easement Agreement, a memorandum of the Easement Agreement for recording and any estoppels certificates or similar statements that either party or its lenders may require from time to time.

10.4 Entire Agreement. This Option Agreement, together with its attached schedules and exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

"OWNER"

Wm E Lucking Jr

"CHW"

COLORADO HIGHLANDS WIND, LLC.

By:

James M. R. O.

Name:

James L. Michael

Title:

MANAGING MEMBER

ARBITRATION OF DISPUTES RIDER
TO OPTION AGREEMENT

ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS OPTION AGREEMENT OR THE BREACH HEREOF WHICH CANNOT BE SETTLED AMICABLY BY THE PARTIES, SHALL BE SUBMITTED FOR ARBITRATION IN ACCORDANCE WITH THE PROVISIONS CONTAINED HEREIN AND IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("RULES"); PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANY PROVISIONS OF SUCH RULES, THE PARTIES SHALL HAVE THE RIGHT TO TAKE DEPOSITIONS AND OBTAIN DISCOVERY REGARDING THE SUBJECT MATTER OF THE ARBITRATION, AS PROVIDED IN THE LAW OF THE STATE OF COLORADO. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE ARBITRATORS SHALL DETERMINE ALL QUESTIONS OF FACT AND LAW RELATING TO ANY CONTROVERSY, CLAIM OR DISPUTE HEREUNDER, INCLUDING BUT NOT LIMITED TO WHETHER OR NOT ANY SUCH CONTROVERSY, CLAIM OR DISPUTE IS SUBJECT TO THE ARBITRATION PROVISIONS CONTAINED HEREIN.

COMMENCEMENT OF PROCEEDINGS. ANY PARTY DESIRING ARBITRATION SHALL SERVE ON THE OTHER PARTY AND THE DENVER, COLORADO OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH THE RULES, ITS NOTICE OF INTENT TO ARBITRATE ("NOTICE"), ACCOMPANIED BY THE NAME OF THE ARBITRATOR SELECTED BY THE PARTY SERVING THE NOTICE. A SECOND ARBITRATOR SHALL BE CHOSEN BY THE OTHER PARTY, AND A THIRD ARBITRATOR SHALL BE CHOSEN BY THE TWO ARBITRATORS SO SELECTED. IF THE PARTY UPON WHOM THE NOTICE IS SERVED FAILS TO SELECT AN ARBITRATOR AND ADVISE THE OTHER PARTY OF ITS SELECTION WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE NOTICE, THE SECOND ARBITRATOR SHALL BE SELECTED BY THE FIRST ARBITRATOR. IF THE TWO ARBITRATORS SO CHOSEN CANNOT AGREE UPON A THIRD ARBITRATOR WITHIN TEN (10) DAYS AFTER THE APPOINTMENT OF A SECOND ARBITRATOR, THE THIRD ARBITRATOR SHALL BE SELECTED IN ACCORDANCE WITH THE RULES. THE ARBITRATION PROCEEDINGS PROVIDED HEREUNDER ARE HEREBY DECLARED TO BE SELF-EXECUTING, AND IT SHALL NOT BE NECESSARY TO PETITION A COURT TO COMPEL ARBITRATION.

LOCATION. ALL ARBITRATION PROCEEDINGS SHALL BE HELD IN DENVER, COLORADO.

FILING DEADLINES. NOTICE OF THE DEMAND FOR ARBITRATION SHALL BE FILED IN WRITING WITH THE OTHER PARTY TO THIS AGREEMENT AND WITH THE AMERICAN ARBITRATION ASSOCIATION. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN, AND IN NO EVENT SHALL IT BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE OR OTHER MATTER IN QUESTION WOULD BE BARRED BY THE APPLICABLE STATUTES OF LIMITATIONS.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY COLORADO LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE LAW OF THE STATE OF COLORADO YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

INITIALS: CHW: HW DATE: 9/16/11 OWNER: CL DATE: 9/15/11

Exhibit A

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN LOGAN COUNTY, COLORADO, DESCRIBED AS:

Township 9 North, Range 48 West, of the Sixth P.M., Logan County, Colorado:

Section 7: W1/2

Section 18: S1/2NW1/4, SW1/4

Section 19: ALL;

EXCEPT a tract of land in the SE1/4 of Section 19, T9N, R48W of the 6th P.M., Logan County Colorado, described as follows: Commencing at the South quarter corner of said Section 19; thence along the South line of said SE1/4, N 90 degrees 00 minutes 00 seconds E 260 feet to the true point of beginning; thence continuing along said South line, N 90 degrees 00 minutes 00 seconds E 30 feet; thence N 00 degrees 00 minutes 00 seconds E 75 feet; thence S 90 degrees 00 minutes 00 seconds W 30 feet; thence S 00 degrees 00 minutes 00 seconds W 75 feet to the point of beginning.

Total Acres: 1160

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Page: 14 of 22 R \$116.00 D \$0.00 T \$116.00
Pamela M. Bacon Clerk & Recorder, Logan County, Co

**EXHIBIT B TO
OPTION AGREEMENT
GRANT OF WINDPARK EASEMENT AND
EASEMENT AGREEMENT**

THIS GRANT OF WINDPARK EASEMENT AND EASEMENT AGREEMENT ("Agreement") is attached to and made a part of that certain Option Agreement for Easement (the "Option Agreement") by and between Owner and CHW, as each party is identified therein. Owner and CHW are sometimes herein referred to as the "parties." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Option Agreement. The terms and provisions set forth herein shall become applicable to and binding upon the parties and the Property upon the recording of the Notice of Exercise described below.

1. **Grant of Easement.** Effective upon the recording in the Official Records of a Notice of Exercise of Option in the form attached as Exhibit C to the Option Agreement (the "Notice of Exercise") signed by CHW or its successor or assign, Owner hereby grants and conveys to CHW an exclusive easement in gross on, over, under and across all or such portion of the Property as defined in the Notice of Exercise for wind resource evaluation, wind energy development, energy transmission and related wind energy development uses, all as described in Section 2 below. Owner also hereby grants to CHW a non-exclusive easement in gross on, over and across any and all access routes to and from the Property for purposes of ingress and egress to and from the Property. The easements and other rights granted by Owner in this Agreement are an easement in "gross" which means that they are interests personal to CHW, and its successors and assigns, as owner of the easements.
2. **Permitted Uses of the Property by CHW.** The exclusive easements described above shall permit CHW to conduct the following activities on the Property:
 - 2.1 **Wind Resource and Other Evaluations.** CHW may erect, relocate, maintain and operate anemometers and other wind and weather monitoring equipment, steel towers, concrete slabs, fences and buildings to properly operate, house, protect and otherwise facilitate CHW's wind and weather monitoring activities. The exact location of this equipment and related facilities shall be determined by CHW in its sole discretion. CHW may also fly kites and balloons and conduct other meteorological studies and conduct soil and geologic studies at the Property.
 - 2.2 **Wind Energy Conversion Systems.** CHW may erect, relocate, maintain and operate wind energy conversion systems of any type and in such quantity as CHW determines in its sole discretion. The exact location of such wind energy conversion systems shall be determined by CHW in its sole discretion, but CHW shall not locate, position or place any Turbine within one thousand (1000) feet of any occupied residence as such residence exists on the Effective Date hereof. The term "wind energy conversion systems" includes all equipment and improvements necessary or useful for the conversion of wind energy into electricity, including large turbine generators, steel towers, foundations and concrete pads, footings, guy wires, anchors, fences and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, required lines and substation facilities to transfer power from the generators to power transmission lines, energy storage devices, and other power production equipment. All wind energy conversion systems are and shall remain the property of CHW.
 - 2.3 **Transmission Facilities and Roads.** CHW may erect, relocate, maintain and operate such power transmission and communication lines, poles, anchors, support structures, underground cables, substations and interconnection facilities and equipment and any related or ancillary facilities or improvements, and associated roads for access and for installation and repair, maintenance and operation purposes as CHW in its sole discretion deems to be necessary or appropriate to transmit power and transport workers, tools, material, equipment and other necessary items to and from or across the Property.
 - 2.4 **Other Easements.** The Easements shall include an exclusive easement to permit the wind energy conversion systems located on the Property, on adjacent property or elsewhere to: overhang the Property; cast shadows or flicker onto the Property; impact view or visual effects from the Property; and cause or emit noise, vibration, air turbulence, wake, and electromagnetic and frequency interference.

2.5 Waiver of Setback Requirements. Owner consents to CHW's location of wind energy conversion systems at any location upon the Property and any adjacent properties, including at or near the property lines. Furthermore, in the event that any private agreements or restrictions or any laws, rules or ordinances of any governmental agency impose setback requirements or otherwise restrict the location of any element of any wind energy conversion systems to be placed upon the Property or any adjacent properties along or near property lines, Owner shall cooperate with and assist CHW in obtaining waivers or variances from such requirements and shall execute all further documents evidencing Owner's agreement to the elimination of such setback requirements. This Section 2.5 shall survive the termination of this Agreement.

2.6 Meeting with Owner. Prior to the construction of the wind energy conversion system, access roads and other allowed uses as provided in Sections 2.1 through 2.5 of this Agreement, CHW will use its best efforts to meet with Owner to discuss the proposed locations of any turbines and/or access roads on the Property ("Proposed Locations"). CHW agrees to listen and give due consideration to Owner's comments and/or concerns with regard to the Proposed Locations, and CHW shall use its best efforts to address such comments and/or concerns; provided that doing so will not increase the costs to CHW of designing, constructing or operating the wind energy conversion project, or decrease the amount of wind captured for conversion purposes; and provided further that CHW shall retain sole discretion as to the Proposed Locations and all final locations of the Turbines and access roads.

3. Term.

3.1 Operating Period. The Operating Period shall commence upon the first production of wind energy in commercial quantities (and not merely for testing) by CHW on the Property and continue through the end of the Operating Period as defined in Section 1.8(c) of the Option Agreement unless earlier terminated as provided herein.

4. Payments to Owner.

4.1 Minimum Rent. Commencing on the commencement of the Term and continuing on January 1st of each year until this Agreement is terminated, CHW shall make annual payments to Owner of the Minimum Rent. Minimum Rent for partial years shall be prorated.

4.2 Royalty Payment. If during the Term of the Agreement, the Royalty Percentage of Gross Operating Proceeds (defined below) from Turbines located on the Property during any quarter exceeds the Minimum Rent plus any Additional Fee as that term is defined in Section 4.3 below, applicable to such quarter, CHW shall pay such excess to Owner as additional rent. These additional rent payments are due and payable by the forty-fifth (45th) day following the end of each quarter. Upon Owner's request, CHW shall provide Owner with all revenue statements from utility companies as are reasonably necessary to confirm the actual amount of Gross Operating Proceeds received by CHW during any year.

4.3 Additional Fee. If CHW

4.4 Definition of Gross Operation Proceeds. The term "Gross Operating Proceeds" shall mean all gross receipts from the sale of electricity generated by Turbines owned by CHW, its successors and assigns located on the Property.

4.5 Payment for Damage to Growing Crops. In the event that Owner suffers any destruction of, or damage to, its growing crops on the Property due to CHW's or its contractors' or subcontractors' construction, access or maintenance activities on the Property, including but not limited to road construction, installation of Turbines and foundations, installation of poles, substations, underground lines or other facilities, transportation of heavy equipment and machinery or the use of any areas of the Property for construction staging activities, CHW shall pay Owner for all damage to, or loss of, such growing crops in an amount equal to the revenue that the Owner would have received on the open market for said crops during the growing season during which crops were damaged or destroyed. Payment

shall be made by CHW within thirty (30) days after completion of construction of the entire windsystem project, a portion of which is located on the Property. The amount of such loss shall be determined based upon (a) the amount of acreage affected, (b) the average yield per acre of the crop actually planted or growing on the acreage affected at the time the damage occurred, and (c) the market price received for that particular type of crop during the then current growing season. Owner shall deliver its calculation and supporting evidence of the amount payable for such damaged or destroyed growing crops on the Property as soon as practicable after the foregoing information is known to the Owner. Should Owner fail to timely present such evidence to CHW, or if CHW disagrees with the calculation of the amount requested, CHW shall determine the amount of any payment in consultation with local Farm Service Agency to obtain the average yield per acre and market value of any particular crop during such growing season. In addition, after completion of construction of the entire windsystem project, CHW shall pay Owner an amount, as determined by the Farm Service Agency ("FSA") and including penalties and interest for prior years of Owner's current contract with the FSA, per acre (or portion thereof) of the Property that is withdrawn from the FSA's Conservation Reserve Program (CRP) as a result of CHW's construction activities. Following completion of construction of the entire windsystem, the FSA shall determine which acreage is affected by the windsystem project and must be withdrawn from the CRP. CHW shall also re-seed and restore (using the same or similar grasses and materials impacted by CHW's construction activities) any land affected by CHW's construction of the windsystem project as close as possible to its condition prior to such construction. Any dispute or disagreement regarding the amount of payment for growing crop damages shall be resolved pursuant to the provisions in the Arbitration of Disputes Rider. In no event shall CHW pay Owner for any damage or loss pursuant to this Section 4.5 that is already paid or provided for under Section 6 of the Option Agreement or Section 7.1 of this Agreement.

5. Promises by CHW. CHW promises, represents and warrants to Owner as follows as of the Effective Date and as of the date of recording of the Notice of Exercise:

5.1 Compliance with Law. CHW shall at all times comply in all material respects with all municipal, state and federal ordinances, rules and statutes applicable to CHW's operations on and use of the Property.

5.2 Liens. CHW shall keep the Property at all times free and clear of any liens for labor, services, supplies, equipment or materials purchased by CHW.

5.3 Payment of Taxes and Other Charges. CHW shall pay any increase in real property taxes for the Property attributable to the value of improvements on the Property owned by, or under the control of, CHW, which improvements may include the wind energy conversion system, interconnect, monitoring or maintenance facility, and any other equipment owned by CHW and located on the Property. CHW shall also pay when due all charges for gas, water, electricity, telephone services and other utilities used by CHW on the Property.

5.4 Hazardous Substances. CHW shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored disposed of or released on the Property as a result of CHW's operations, any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Owner or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against CHW in connection with its operations with respect to any of the foregoing, CHW shall immediately notify Owner and shall indemnify Owner from all costs associated with such claim or action.

5.5 Gates. CHW shall keep all of Owner's gates used by CHW closed at all times, except when open to permit the passage of CHW's traffic. At Owner's request, CHW shall keep all such gates locked through the use of locking devices reasonably acceptable to Owner, except during construction operations on the Property. In the event CHW must cut an opening in an existing fence in connection with CHW's construction, CHW shall install a gate and/or cattle guard (as requested by Owner) across such opening of a type and with such locking devices as are reasonably acceptable to Owner. Owner shall receive a copy of all keys, codes or other mechanisms necessary to open any and all locking devices installed on gates or guards used or installed by CHW hereunder.

6. Promises by Owner. Owner promises, represents and warrants to CHW as follows as of the Effective Date and as of the date of recording of the Notice of Exercise:

6.1 Title to Property. Owner owns the entire Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to CHW in a title report or other document delivered to CHW on or prior to the execution of the Option Agreement by Owner. Owner agrees to cause all existing liens and encumbrances to be subordinated to CHW's rights under this Easement Agreement and the Option Agreement. Owner and each person signing the Option Agreement on behalf of Owner has the full unrestricted power and authority to execute and deliver the entire Option Agreement, including this Easement Agreement and grant the easements and rights herein granted. All persons having any ownership interest in the Property (including spouses) have signed the Option Agreement. There are no tenants on the Property. Each spouse signing the Option Agreement agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to this Agreement and the easement rights granted hereby. Owner hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the easements and rights granted hereunder.

6.2 No Interference. As long as CHW is not in default under this Agreement, CHW shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any party claiming through Owner. Owner may use the Property for agricultural purposes but will not otherwise use the Property for any use or take any other action which interferes with or is incompatible with CHW's use of the Property or which in any way interferes with the wind flow across the Property. Owner may replace, rebuild or reconstruct any improvement in existence on the property on the Effective Date in the same or substantially the same form as such improvement existed on the Effective Date, and Owner may replace, build, construct or locate new improvement(s) on the Property, provided that any such improvement(s) will not (i) interfere with or impair the free, unobstructed and natural availability, accessibility, flow, frequency, speed or direction of air or wind over or across the Property, (ii) interfere with or obstruct CHW's operations on the Property, (iii) impede or obstruct CHW's access to the Property. In no event during the term of this Agreement shall Owner construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property. CHW shall have the right to remedy any such interference by any appropriate means and the cost therefor shall be immediately reimbursed to CHW by Owner, with interest at a rate equal to the lesser of 5 points over the Prime Rate set forth in the money rates section of New York edition of the Wall Street Journal or the maximum rate permitted by law, and may be offset by CHW against amounts owed to Owner under this Agreement.

6.3 Hazardous Substances. Owner shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its agricultural use of the Property and only if such use is not harmful to CHW or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against Owner or in connection with the Property with respect to any of the foregoing, Owner shall immediately notify CHW and shall indemnify CHW from all damages, liabilities, costs (including, without limitation, investigation and remediation costs) and expenses associated with such claim or action.

7. Indemnification and Insurance.

7.1 Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and such other party's mortgagees, officers, employees and agents (the "Indemnified Party") against any and all losses, damages (including consequential damages), claims, expenses and other liabilities, including, without limitation, reasonable attorney's fees, resulting from or arising out of (i) any operations of the Indemnifying Party on the Property, (ii) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (iii) any breach of this Agreement by the Indemnifying Party. CHW further agrees to indemnify and hold Owner harmless for any and all damage to drainage tiles, waterways or terraces located on the Property caused by CHW, its agents, employees, contractors or subcontractors. The indemnification shall survive the termination of the Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities caused by any negligent or deliberate act or omission on the part of the Indemnified Party.

7.2 Insurance. CHW agrees to maintain liability insurance covering its activities on the Property and to name Owner as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5 million, provided that such amount may be provided as part of a blanket policy covering other properties. CHW agrees to supply Owner with such certificates and other evidence of this insurance as Owner may reasonably request.

8. Encumbrance of Easements; Required Notices to Lenders.

8.1 Right to Encumber. CHW may at any time mortgage to any entity (herein, a "Lender") all or any part of CHW's interest under this Agreement and by the easements and rights created by this Agreement without the consent of Owner.

8.2 Covenants for Lenders' Benefit. Should CHW mortgage any of its interest as provided in Section 8.1 above, CHW and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

(a) They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

(b) The Lender shall have the right to do any act or thing required to be performed by CHW under this Agreement, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Agreement and/or forfeiture of any of CHW's rights under this Agreement as if done by CHW itself.

(c) No default which requires the giving of notice to CHW shall be effective unless a like notice is given to all Lenders. If Owner shall become entitled to terminate this Agreement due to an uncured default by CHW, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on CHW's interest or otherwise take possession of CHW's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire CHW's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by CHW. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(d) In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for CHW, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by CHW, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any amounts which are due Owner from CHW, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by CHW to the extent that CHW failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a governmental agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for CHW's use, then this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made by Owner, except that CHW shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that CHW has the right to remove, and for the loss and damage to

any such property that CHW elects or is required not to remove, and for the loss of use of the Property by CHW. It is agreed that CHW shall have the right to participate in any settlement proceedings.

10. Termination.

10.1 Defaults. Each of the following events shall constitute an event of default by the parties and, subject to Section 8.2 above, shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(a) The failure or omission by either party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other party;

(b) The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed one-hundred eighty (180) days, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other party; or

(c) A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has a involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

10.2 Termination by CHW. CHW may terminate this Agreement at any other time by giving Owner at least three months' notice and paying Owner a termination fee equal to the Minimum Rent applicable to a three month time period.

10.3 Surrender of Property. On the termination of the Agreement, CHW shall peaceably and quietly leave, surrender and return the Property to Owner. CHW agrees and hereby covenants to dismantle and remove all equipment, improvements, fixtures and other property owned or installed by CHW or its affiliates on the Property (provided that all footings and foundations shall be removed to a depth of four (4) feet below the surface of the ground and covered with soil) within one hundred eighty (180) days from the date of termination. In addition to any other remedies available to Owner, should CHW fail to remove such property within one hundred eighty (180) days from the date of termination of this Agreement, any and all property remaining on the Property beyond such one hundred eighty (180) day removal period shall be deemed abandoned to Owner and CHW hereby agrees to relinquish any and all rights to any such property.

11. Miscellaneous Provisions.

11.1 Force Majeure – Delays. Except as otherwise expressly provided in this Agreement, should the performance of any act required by this Agreement to be performed by either Owner or CHW be prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

11.2 Assignment. CHW shall at all times have the right to sell, assign, encumber, transfer, or grant easements to any or all of its rights and interests under this Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the term of this Agreement and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or easement shall relieve CHW of its obligations under this Agreement unless CHW assigns its entire interest hereunder, in which event CHW shall have no continuing liability. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors,



assigns, permittees, licensees, lessees, employees, and agents. The easements shall inure to the benefit of CHW and its successors, assigns, permittees, licensees, lessees, employees and agents.

11.3 Further Assurances. Each of the parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including consents to any assignments, pledges or transfers permitted under Section 8.2 and 11.2 and reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by CHW of the rights granted under this Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Lender which requires such an agreement providing that Owner shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Agreement. Owner and CHW further agree that they shall, at any time during the term of this Agreement within ten (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications). The statements shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing or that defaults exist and the nature of such defaults. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by CHW, Owner shall: (a) enter into any reasonable amendment hereto (1) to correct an error in this Agreement, (2) to amend the legal description attached hereto (including by replacing said legal description with a revised description prepared or provided by CHW's surveyor or title company), (3) that may be required by any Lender or in connection with the transfer by CHW of its rights under this Agreement or (4) to cause this Agreement to comply with Law; (b) execute and deliver to CHW any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; (c) enter into any reasonable consent and nondisturbance agreement with any Lender, stating that Owner shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default under this Agreement, and stating such other things as such Lender may reasonably request; (d) join in any grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as CHW may deem necessary or desirable for its development and use of the Property; (e) join with CHW in the signing of any protest, petition, appeal or pleading that CHW may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as CHW may deem necessary or desirable for CHW's development and use of the Property as contemplated by this Agreement; and (f) if because of the nature of this Agreement CHW is unable to qualify for any tax credit or similar benefit associated with the wind energy conversion systems installed by CHW on the Property, amend this Agreement to assure that CHW will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and CHW agrees to pay Owner's reasonable out of pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this Section 11.3. Without limiting the generality of the foregoing, Owner shall not oppose, in any way, whether directly or indirectly, any application by CHW for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

11.4 Notices. All notices or other communications required or permitted hereunder, including notices to Lenders, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the addresses set forth on the first page of the Option Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 11.4.

11.5 No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

11.6 Construction of Agreement.

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Pamela M. Bacon Clerk & Recorder, Logan County, Co

11.6.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Property is located applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such state or any other state.

11.6.2 Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either party.


11.6.3 Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.6.4 Headings. The section headings contained in this Agreement are for purposes of references and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

11.7 Attorneys' Fees. If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

11.8 Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same.

11.9 Entire Agreement. The Option Agreement, together with its attached schedules and exhibits including this Easement Agreement, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the Parties.

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Pamela M. Bacon Clerk & Recorder, Logan County, Co

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Grass Land Lease

THE OTTO E LUEKING JR., LESSOR, leases to JUSTIN W IMHOF, LESSEE and JAMIE M IMHOF, LESSEE the following grass in Logan County:

Leased Premises:

255.4 ACRES ; S2NW4 &SW4 18-09-48

680.93 ACRES; ALL 19-9-48 EXCEPT A TRACT DESC AS FOLLOWS; COMM AT A FROM WHENCE NW COR OF SEC 19 BEARS N19D42'30"W 1801.83' TO TPOB;TH N89D18'15"E 625.0' TH S0D41'45"E350.0; TH S89D18'15"W625.0'; TH

Term:

This lease is a 20 year cash lease. The lease shall commence on 7-2-2020 and expires 12-31-2040, with an automatic renewel for an additional 20 Years unless written notice of non-renewal of said lease by LESSOR has been given to LESSEE prior to 1-31-2040. Lessee shall have the right after expiration of this lease to enter upon said premises to tend through the season.

Rent:

For the grassland lease, Lessee shall pay to Lessor \$15.00 per acre on 936.33 acres for a total annual lease payment of \$14044.95. Payment shall be made by Lessee to Lessor on or before December 31 each year of the lease.

Obligation of Lessee:

To provide labor for repairs to all fences as needed. To return leased premises to Lessor at the end of the lease in as good of condition as received.

Obligation of Lessor:

To pay all real property taxes on the leased premises
One hunderd percent (100%) of all fencing materials.
To maintain water wells and water tanks in good working order

Mutual Obligations:

The premises shall not be used for unlawful purposes. The recording of this lease shall give Lessee no right beyond the termination hereof.

Right of First Refusal:

Should the Lessor wish to sell the leased premises the Lessee's reserve the first right of refusal.

EXECUTED THIS 2 DAY OF JULY, 2020

LESSOR:

Lona E. Bartlett pp
Otto E Lucking JR.

LESSEE:

Justin W Imhof
Justin W Imhof

LESSEE:

Jamie M Imhof
Jamie M Imhof

