

STATE OF
COLORADO

Ebert - DNR, Jared <jared.ebert@state.co.us>

Baurer and Wattenberg - Re: Wattenberg Permit Questions

Neil Whitmer <neil.whitmer@holcim.com>

Wed, Jun 1, 2022 at 7:23 AM

To: "Ebert - DNR, Jared" <jared.ebert@state.co.us>

Jared,

Attached is a timeline, synopsis, and map that details the occurrences relating to Ms. Cordova's allegations. Admittedly, the timeline is a bit convoluted, but I did my best to make things coherent. After retaining an attorney to fully understand the situation, we put together the following timeline. Please do not hesitate to contact me should anything appear confusing or difficult to follow.

Wilma Moore transferred 50% undivided interests in Parcels A & B to the Baurer's and Eiberger in 1995. Subsequently in 1996, the Baurer's transferred their interest in Parcel B (including minerals) to Eiberger and Eiberger transferred his interest in Parcel A (including minerals) to the Baurer's.

Here's where things get confusing . . . Eiberger filed a correction deed (1 of 5) that again granted his 50% undivided interest in Parcel A to the Baurer's and reserved a right-of-way (on attached map).

Later in 1996, the Baurer's filed a correction deed (2 of 5) that transferred their 50% undivided interest in the surface of Parcel B to Eiberger, but reserved their undivided 50% interest in the "water, water rights, wells, well rights, oil, gas, and any other minerals" of Parcel B. However, an "Stipulation and Cross Conveyance" conflicted with the Correction Deed. The Stipulation and Cross Conveyance stated that the Baurer's and Eiberger each owned a 50% undivided interest in the minerals in Parcels A & B. Similarly, Eiberger filed a correction deed (3 of 5) that transferred his 50% undivided interest in the surface of Parcel A to the Baurer's, but reserved his undivided 50% interest in the "water, water rights, wells, well rights, oil, gas, and any other minerals" of Parcel A. Again, an attached "Stipulation and Cross Conveyance" conflicted with the correction deed. The Stipulation and Cross Conveyance stated that the Baurer's and Eiberger each owned a 50% undivided interest in the minerals in Parcels A & B. In 1997, the Baurer's and Eiberger filed another Correction Stipulation and Cross Conveyance (4 of 5) that we think restates that each party (the Baurer's and Eiberger) owns a 50% undivided interest to Parcels A & B. *So at this point (circa 1997), we believe, after having an attorney run title and review, the intent of Eiberger and the Baurer's was that the minerals to Parcels A & B were to be owned 50% by the Baurer's and 50% by Eiberger.*

But to confuse things even more, the Baurer's and Eiberger entered into another agreement named the Stillwater Ranch Agreement (5 of 5). Within the Stillwater Agreement, it states "Each of the owners owns one of the two units, including all interest in water, water rights, wells, well rights, oil, gas, and other minerals" This seems to conflict with the previous (internally) conflicting 1996 documents that state in the Stipulation and Cross Conveyance documents that each party owns an undivided 50% interest to both Parcels A & B.

Regardless of who owns what minerals in Parcel A and Parcel B, we fail to understand the nature of Ms. Cordova's allegations. The Baurer's and Eiberger have filed a combined 7 documents that attempt to clarify ownership of both the surface and mineral estates of Parcel A and Parcel B. Ms. Cordova alleges some sort of intentional act by Mr. Allen of Aggregate Industries in the initial 112 Permit Application. Clearly the path of the chain of title/ownership of Parcels A & B are very circuitous/confusing. Aggregate Industries' primary focus on obtaining the Baurer parcel was to deliver water storage to the City of Westminster, not because of the economics of it. Admittedly, Aggregate Industries filed at 112 Permit Application with the DRMS on 11/30/2020 in which Exhibit O stated Aggregate Industries and the City of Westminster were the owners of the minerals to be mined. However, Aggregate Industries also filed a corrected Exhibit O on February 15, 2021 that added Eiberger to the list of owners of minerals to be mined – over a year before Ms. Cordova made her allegation that Mr. Allen acted with some sort of intent.

In addition to the timeline, synopsis, and map, I've attached the relevant recorded documents for review. The file names correspond to the timeline numbers. Again, please do not hesitate to contact us for any further clarification or if this fails to satisfy Ms. Cordova's allegations.

Sincerely,

Neil

[Quoted text hidden]

2 attachments



Wattenberg Recorded for Jared.zip

1749K



Response to Ms Cordova.pdf

327K



1. 12/14/1995 – Wilma V. Moore transferred undivided interests in Parcels A and B to Baurer’s and Eiberger. Baurer’s and Eiberger each owned a 50% undivided interest in Parcels A&B (recorded on 12/18/1995; #2468005).
2. 5/13/1996 – Baurer’s transferred their interest in Parcel B to Eiberger (recorded on 6/3/1996; #2494335).
3. 5/13/1996 – Eiberger transferred his interest in Parcel A to Baurer’s (recorded on 6/3/1996; #2494334).
4. 7/23/1996 Correction Deed – Eiberger files a correction deed that transfers Parcel A to the Baurer’s and addresses errors in the legal description (recorded on 8/6/1996; #2504669).
5. 12/14/1996 Correction Deed* – Baurer’s file a correction deed that transfers Parcel B to Eiberger and reserves the “water, water rights, wells, well rights, oil, gas and any other minerals” on Parcel B to the Baurer’s. Attached to the Correction Deed was a Stipulation and Cross Conveyance that stated the opposite – namely, Baurer’s and Eiberger intent is for Baurer’s to own the surface of Parcel A, Eiberger owns the surface to Parcel B, but Baurer’s and Eiberger each own an undivided 50% interest in Parcels A&B (recorded on 2/18/1997; #2533914).
6. 12/14/1996 Correction Deed – Eiberger files a correction deed that transfers Parcel A to Eiberger and reserves the “water, water rights, wells, well rights, oil, gas and any other minerals” on Parcel A to Eiberger. Attached to the Correction Deed was a Stipulation and Cross Conveyance that stated the opposite – namely, Baurer’s and Eiberger intent is for Baurer’s to own the surface of Parcel A, Eiberger owns the surface to Parcel B, but Baurer’s and Eiberger each own an undivided 50% interest in Parcels A&B (recorded on 2/18/1997; #2533915).
7. 9/30/1997 – Baurer’s and Eiberger enter into another Stipulation and Cross Conveyance Agreement – (recorded on 10/15/1997; #2574198)
8. 9/17/1998 – Baurer’s and Eiberger enter into the Stillwater Ranch Agreement (recorded on 11/3/2006; #3432612)
9. 5/7/2018 – Baurer’s transfer their interest in Parcel A to Aggregate Industries (recorded on 5/7/2018; #4396920).
10. 11/30/2020 – Aggregate Industries filed 112 Permit Application
11. 2/15/2021 – Blue Earth filed an Incompleteness Response on behalf of Aggregate Industries that, inter alia, added Carl Eiberger as an “owner of substance to be mined to Exhibit O”

*provided by Ms. Cordova in her allegation



Parcel A

Parcel B

WARRANTY DEED

THIS DEED, Made this 14th day of December, 19 95 ,
between
WILMA V. MOORE

of the Jefferson and State of Colorado
grantor, and Peter L. Baurer and Cynthia S. Baurer as
Joint Tenants as to an undivided 1/2 interest AND
Carl F. Eiberger as to an undivided 1/2 interest.

whose legal address is 294 Park Cr., Golden, CO 80401

of the County of Jefferson and State of Colorado, grantee.
WITNESSETH, That the grantor, for and in consideration of the sum of TWO HUNDRED TWENTY ONE

THOUSAND NINE HUNDRED AND NO/100 DOLLARS, (\$221,900.00),
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with
improvements, if any, situate, lying and being in the County of Weld, and State of Colorado,
described as follows:

SEE ATTACHED EXHIBIT "A"

also known by street and number as VACANT LAND

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and
agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due
or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any,

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable posses-
sion of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

WILMA V. MOORE

BY: Wilma V. Moore by Lester E. Hartley as Attorney-in-fact,
Lester E. Hartley, Attorney-in-fact

STATE OF Colorado
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 14th day of December, 19 95, by
Lester E. Hartley as attorney in fact for Wilma V. Moore.

My Commission expires: 4/12/98

Witness my hand and official seal.

Notary Public

Fawn E. Dormish

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EXHIBIT A - LEGAL DESCRIPTION

A tract of land consisting of the W 1/2 of the NW 1/4 of Section 31, Township 1 North, Range 66 West of the 6th P.M., WELD COUNTY COLORADO, and a portion of the NE 1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., WELD COUNTY, COLORADO, more particularly described as follows:

Beginning at the Northeast corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South 89°55'20" East, of which all other bearings described herein are relative thereto, a distance of 1372.20 feet;

thence South 00°51'39" East, along the East line of the W 1/2 of the NW 1/4 of said Section 31, 2650.51 feet;

thence North 89°22'20" West along the South line of the NW 1/4 of said Section 31, 1412.10 feet to the East Quarter Corner of Section 36, Township 1 North Range 67 West of the 6th P.M.;

thence South 88°37'40" West along the South line of the NE 1/4 of said Section 36, 1813.63 feet;

thence North 00°16'20" East, 1343.05 feet;

thence North 89°25'20" East along the North line of the SW 1/4 of the NE 1/4 of said Section 36, 484.65 feet to the center of the NE 1/4 of said Section 36;

thence North 00°07'20" East along the West line of the E 1/2 of the NE 1/4 of said Section 36, 1336.35 feet to a point on the North line of said Section 36;

thence South 89°49'00" East along the North line of said Section 36, 1319.25 feet to the TRUE POINT OF THE BEGINNING.

together with a 30 foot wide right of way over and upon the North 30 feet of the West 25.92 acres of the SW 1/4 of the NE 1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

AND including all mineral rights owned by the grantor

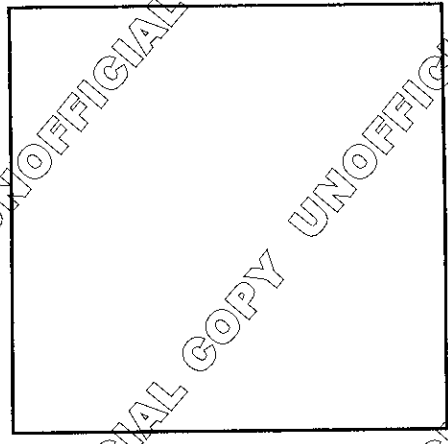
AND including all water and well rights to the property owned by the grantor.



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QUITCLAIM DEED



THIS DEED, Made this thirteenth (13th) day of May, 1996, between Peter L. Baurer and Cynthia S. Baurer as Joint Tenants of the * County of Weld and State of Colorado, grantor(s), and Carl F. Eiberger whose legal address is 303 South Broadway, Suite B-200, Denver, Colorado 80209 of the * City and County of Denver and State of Colorado, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of the sum of Ten and No One-Hundredths Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the grantee(s), his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

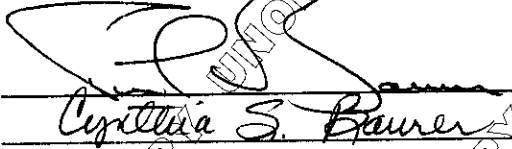
Parcel B (see attached Exhibit A).

2494335 B-1549 P-1041 06/03/96 03:56P PG 1 OF 2 REC DOC
Weld County CO Clerk & Recorder 11.00

also known by street and number as: Vacant Land
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his heirs and assigns forever.

IN WITNESS WHEREOF The grantor(s) have executed this deed on the date set forth above.



Cynthia S. Baurer

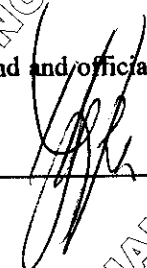
STATE OF COLORADO

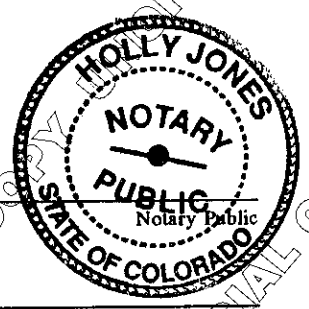
County of DENVER

The foregoing instrument was acknowledged before me this 20th day of May, 1996, by

My commission expires 12-28-97

Witness my hand and official seal





* If in Denver, insert "City and"

LEGAL DESCRIPTION:

FROM SECURITY TITLE GUARANTY COMPANY

TITLE COMMITMENT U026686A95 DATE AUGUST 28, 1995.

A tract of land consisting of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northeast corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South 89°55'20" East, of which all other bearings described herein are relative thereto, a distance of 1,372.20 feet; thence South 00°51'39" East, along the East line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 31, 2,650.51 feet; thence North 89°22'20" West along the South line of the NW $\frac{1}{4}$ of said Section 31, 1,412.10 feet to East Quarter Corner of Section 36, Township 1 North, Range 67 West of the 6th P.M.; thence South 88°37'40" West along the South line of the NE $\frac{1}{4}$ of said Section 36, 1,813.63 feet; thence North 00°16'20" East, 1,343.05 feet; thence North 89°25'20" East along the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, 484.65 feet to the center of the NE $\frac{1}{4}$ of said Section 36; thence North 00°07'20" East along the West line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 36, 1,336.35 feet to a point on the North line of said Section 36; thence South 89°49'00" East along the North line of said Section 36, 1,319.25 feet to the TRUE POINT OF THE BEGINNING, County of Weld, State of Colorado

Legal Descriptions for Parcels "A" & "B"

A tract of land consisting of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County Colorado, and a portion of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Parcel "A"

To wit: Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado; thence along the North line of said Section 31 South 89°55'20" East a distance of 1,390.29 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31; thence along the East line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ South 00°48'35" West a distance of 950.00 feet; thence parallel with the North line of the Northwest $\frac{1}{4}$ of said Section 31 North 89°55'20" West a distance of 1,000.00 feet; thence parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 31 South 00°13'27" West a distance of 681.12 feet; thence parallel with the South line of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, North 89°38'45" West a distance of 2,189.57 feet; thence North 00°29'44" East a distance of 312.23 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36; thence along said North line South 89°38'45" East a distance of 488.05 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the said Section 36; thence along the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, North 00°14'31" East a distance of 1,318.09 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36; thence along the North line of the Northeast $\frac{1}{4}$ South 89°35'32" East a distance of 1,319.06 feet to the Northwest corner of aforesaid Section 31, the point of beginning. Containing 89.017 acres more or less. County of Weld, State of Colorado.

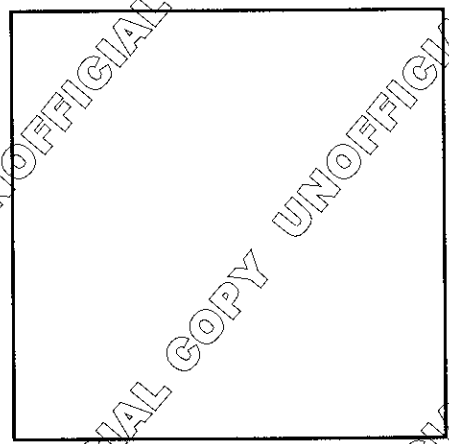
Parcel "B"

To wit: Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M.; thence along the North line of the Northwest $\frac{1}{4}$ of said Section 31 South 89°55'20" East a distance of 1,390.29 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the said Section 31; thence along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31 South 00°48'35" West a distance of 950.00 feet to the TRUE POINT OF BEGINNING; thence parallel with the North line of the Northwest $\frac{1}{4}$ of said Section 31 North 89°55'20" West a distance of 1,000.00 feet; thence parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 31 South 00°13'27" West a distance of 681.12 feet; thence parallel with the South line of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, North 89°38'45" West a distance of 2,189.57 feet; thence South 00°29'44" West a distance of 1,005.79 feet to the South line of the Northeast $\frac{1}{4}$ of said Section 36; thence along said South line of the Northeast $\frac{1}{4}$ of said Section 36 South 89°38'45" East a distance of 1,813.74 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 36; thence along the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 31 South 89°45'07" East a distance of 1,363.31 feet to the Southeast corner of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31; thence along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31 North 00°48'35" East a distance of 1,689.26 feet to the TRUE POINT OF BEGINNING. Containing 89.017 acres more or less. County of Weld, State of Colorado.

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at _____ o'clock _____ M., _____
No. _____ Recorder.

QUITCLAIM DEED



THIS DEED, Made this thirteenth (13th) day of May, 1996, between Carl F. Eiberger of the * County of Denver and State of Colorado, grantor(s), and Peter L. Baurer and Cynthia S. Baurer as Joint Tenants whose legal address is 754 Weld County Road 23 1/4, Brighton, Colorado 80601 of the * County of Weld and State of Colorado, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of the sum of Ten and No One-Hundredths Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee(s), their heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

Parcel A (see attached Exhibit A).

2494334 B-1549 P-1040 06/03/96 03:56P PG 1 OF 2
Weld County CO Clerk & Recorder

REC DOC
11:00

also known by street and number as: Vacant Land
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), their heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) has executed this deed on the date set forth above.

STATE OF COLORADO

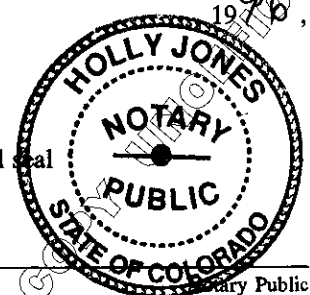
County of DENVER ss.

The foregoing instrument was acknowledged before me this 20th day of

by

My commission expires 12-28-97

Witness my hand and official seal



* If in Denver, insert "City and"

Name and address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

LEGAL DESCRIPTION:

FROM SECURITY TITLE GUARANTY COMPANY

TITLE COMMITMENT U026686A95 DATE AUGUST 28, 1995.

A tract of land consisting of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northeast corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South 89°55'20" East, of which all other bearings described herein are relative thereto, a distance of 1,372.20 feet; thence South 00°51'39" East, along the East line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 31, 2,650.51 feet; thence North 89°22'20" West along the South line of the NW $\frac{1}{4}$ of said Section 31, 1,412.10 feet to East Quarter Corner of Section 36, Township 1 North, Range 67 West of the 6th P.M.; thence South 88°37'40" West along the South line of the NE $\frac{1}{4}$ of said Section 36, 1,813.63 feet; thence North 00°16'20" East, 1,343.05 feet; thence North 89°25'20" East along the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, 484.65 feet to the center of the NE $\frac{1}{4}$ of said Section 36; thence North 00°07'20" East along the West line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 36, 1,336.35 feet to a point on the North line of said Section 36; thence South 89°49'00" East along the North line of said Section 36, 1,319.25 feet to the TRUE POINT OF THE BEGINNING, County of Weld, State of Colorado.

Legal Descriptions for Parcels "A" & "B"

A tract of land consisting of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County Colorado, and a portion of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Parcel "A"

To wit: Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado; thence along the North line of said Section 31 South 89°55'20" East a distance of 1,390.29 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31; thence along the East line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ South 00°48'35" West a distance of 950.00 feet; thence parallel with the North line of the Northwest $\frac{1}{4}$ of said Section 31 North 89°55'20" West a distance of 1,000.00 feet; thence parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 31 South 00°13'27" West a distance of 681.12 feet; thence parallel with the South line of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, North 89°38'45" West a distance of 2,189.57 feet; thence North 00°29'44" East a distance of 312.23 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36; thence along said North line South 89°38'45" East a distance of 488.05 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the said Section 36; thence along the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, North 00°14'31" East a distance of 1,318.09 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36; thence along the North line of the Northeast $\frac{1}{4}$ South 89°35'32" East a distance of 1,319.06 feet to the Northwest corner of aforesaid Section 31, the point of beginning. Containing 89.017 acres more or less. County of Weld, State of Colorado.

Parcel "B"

To wit: Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M.; thence along the North line of the Northwest $\frac{1}{4}$ of said Section 31 South 89°55'20" East a distance of 1,390.29 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the said Section 31; thence along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31 South 00°48'35" West a distance of 950.00 feet to the TRUE POINT OF BEGINNING; thence parallel with the North line of the Northwest $\frac{1}{4}$ of said Section 31 North 89°55'20" West a distance of 1,000.00 feet; thence parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 31 South 00°13'27" West a distance of 681.12 feet; thence parallel with the South line of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, North 89°38'45" West a distance of 2,189.57 feet; thence South 00°29'44" West a distance of 1,005.79 feet to the South line of the Northeast $\frac{1}{4}$ of said Section 36; thence along said South line of the Northeast $\frac{1}{4}$ of said Section 36 South 89°38'45" East a distance of 1,813.74 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 36; thence along the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 31 South 89°45'07" East a distance of 1,363.31 feet to the Southeast corner of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31; thence along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31 North 00°48'35" East a distance of 1,689.26 feet to the TRUE POINT OF BEGINNING. Containing 89.017 acres more or less. County of Weld, State of Colorado.

669

QUIT CLAIM DEED
(CORRECTION DEED)

THIS DEED, Made this 23rd day of JULY, 1996,
between
CARL F. EIBERGER

of the *County of DENVER and State of
Colorado grantor(s), and
PETER L. BAURER AND CYNTHIA S. BAURER, AS
JOINT TENANTS

whose legal address is
754 WELD COUNTY ROAD 23 3/4 BRIGHTON, CO 80601
of the County of WELD and State of Colorado, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of the sum of
CORRECTION DEED DOLLARS
the receipt and sufficiency of which is hereby acknowledged, ha S remised, released, sold, conveyed and QUIT CLAIMED, and by
these presents do es remise, release, sell, convey and QUIT CLAIM unto the grantee(s), their heirs, successors and assigns,
forever, all the right, title, interest, claim and demand which the grantor(s) ha S in and to the real property, together with
improvements, if any, situate, lying and being in the County of WELD and State of
Colorado, described as follows:

****SEE ATTACHED CORRECTED LEGAL DESCRIPTION FOR PARCEL A****
(VACANT LAND)

NOTE:

THIS DEED RECORDED FOR CORRECTION PURPOSES ONLY FOR DEED RECORDED
JUNE 3, 1996 IN BOOK 1549 AS RECEPTION NO. 2494334.

also known by street and number as:

754 WELD COUNTY ROAD 23 3/4 BRIGHTON, CO 80601

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in
anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to
the only proper use, benefit and behoof of the grantee(s), their heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) ha S executed this deed on the date set forth above.

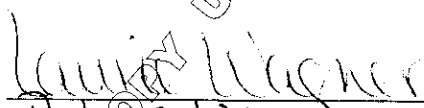
X 
CARL F. EIBERGER

STATE OF COLORADO.

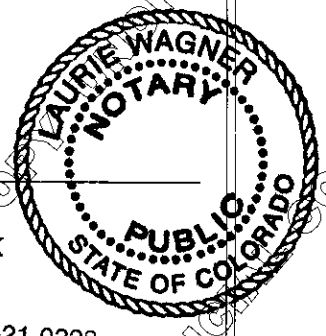
County of Weld

The foregoing instrument was acknowledged before me this 31st day of July, 1996,
by CARL F. EIBERGER

My commission expires 10-21-98, 19 . Witness my hand and official seal.


Return to: Notary Public

FIRST SECURITY BANK
605 FOURTH STREET
P.O. BOX 228
FORT LUPTON, CO 80621-0228



*If in Denver, insert "City and."

LEGAL DESCRIPTION

A tract of land being a portion of the W1/2 of the NW1/4 of Section 31, Township 1 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, and a portion of the NE1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado; thence along the North line of said Section 31 South 89 degrees 55 minutes 20 seconds East a distance of 1,390.29 feet to the Northeast Quarter of the NW1/4 of the NW1/4 of said Section 31; thence along the East line of said NW1/4 of the NW1/4 South 00 degrees 48 minutes 35 seconds West a distance of 950.00 feet; thence parallel with the North line of the NW1/4 of said Section 31 North 89 degrees 55 minutes 20 seconds West a distance of 1,000.00 feet; thence parallel with the West line of the NW1/4 of said Section 31 South 00 degrees 13 minutes 27 seconds West a distance of 681.12 feet; thence parallel with the South line of the NE1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, North 89 degrees 38 minutes 45 seconds West a distance of 2,189.57 feet; thence North 00 degrees 29 minutes 44 seconds East a distance of 312.23 feet to the North line of the SW1/4 of the NE1/4 of said Section 36; thence along said North line South 89 degrees 38 minutes 45 seconds East a distance of 488.05 feet to the Northeast corner of the SW1/4 of the NE1/4 of the said Section 36; thence along the West line of the NE1/4 of the NE1/4 of said Section 36, North 00 degrees 14 minutes 31 seconds East a distance of 1,318.09 feet to the Northwest corner of the NE1/4 of the NE1/4 of said Section 36; thence along the North line of the NE1/4 South 89 degrees 35 minutes 32 seconds East a distance of 1,319.06 feet to the Northwest corner of aforesaid Section 31, the point of beginning.

TOGETHER WITH a 30 foot wide right of way over and upon the North 30 feet of the West 25.92 acres of the SW1/4 of the NE1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Return to:

FIRST SECURITY BANK
605 FOURTH STREET
P.O. BOX 228
FORT LUPTON, CO 80621-0228

**QUITCLAIM DEED
(CORRECTION DEED)**

THIS DEED, Made this fourteenth (14th) day of December, 1996, between Peter L. Baurer and Cynthia S. Baurer as Joint Tenants as owners of an undivided one-half interest in the property described herein, of the County of Weld and State of Colorado, grantors, and Carl F. Eiberger whose legal address is 303 South Broadway, B-200, Denver, Colorado 80209 of the City and County of Denver and State of Colorado, grantee,

WITNESSETH, That the grantors, for and in consideration of the sum of (Correction Deed) the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the grantee, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantors have in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

See Exhibit A - Legal Description, attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM and reserving to Grantors, their heirs, successors and assigns, all interest in water, water rights, wells, well rights, oil, gas, and any other minerals, owned by Grantors in, on, and under the lands herein conveyed, together with the right of ingress and egress at all times to develop the same as set forth in the Stipulation and Cross Conveyance between the parties, attached hereto and by this reference made a part hereof.

This Quitclaim Deed (Correction Deed) supplants and replaces, in its entirety, as if never made, that certain Quitclaim Deed dated May 13, 1996 and recorded June 3, 1996 in Book 1549, Reception No. 2494335.

also known by street and number as: 754 Weld County Road 23 1/4, Brighton, Colorado 80601
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantors, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, The grantors have executed this deed on the date set forth above.


Peter L. Baurer

GRANTOR


Carl F. Eiberger

GRANTEE


Cynthia S. Baurer

GRANTOR

STATE OF COLORADO

County of Adams

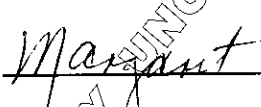
ss.

The foregoing Quitclaim Deed (Correction Deed) was acknowledged before me this 14th day of Feb. 19 97, by Peter L. Baurer, Cynthia S. Baurer, and Carl F. Eiberger.

My commission expires

March 21, 1998

Witness my hand and official seal


Margaret Davis
Notary Public
STATE OF COLORADO

**EXHIBIT A
LEGAL DESCRIPTION**

A tract of land consisting of a portion of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M.;
thence along the North line of the Northwest $\frac{1}{4}$ of said Section 31 South $89^{\circ}55'20''$ East a distance of 1390.29 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the said Section 31;
thence along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31 South $00^{\circ}48'35''$ West a distance of 950.00 feet to the TRUE POINT OF BEGINNING;
thence parallel with the North line of the Northwest $\frac{1}{4}$ of said Section 31 North $89^{\circ}55'20''$ West a distance of 1000.00 feet;
thence parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 31 South $00^{\circ}13'27''$ West a distance of 681.12 feet;
thence parallel with the South line of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, North $89^{\circ}38'45''$ West a distance of 2189.57 feet;
thence South $00^{\circ}29'44''$ West a distance of 1005.79 feet to the South line of the Northeast $\frac{1}{4}$ of said Section 36;
thence along said South line of the Northeast $\frac{1}{4}$ of said Section 36 South $89^{\circ}38'45''$ East a distance of 1813.74 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 36;
thence along the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 31 South $89^{\circ}45'07''$ East a distance of 1363.31 feet to the Southeast corner of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31;
thence along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31 North $00^{\circ}48'35''$ East a distance of 1689.26 feet to the TRUE POINT OF BEGINNING.
Containing 89.017 acres, more or less.
County of Weld, State of Colorado.

Including a 30.00 foot wide access easement for ingress and egress beginning at the Northeast corner of the West 25.92 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado;
thence along the Northerly line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36 South $89^{\circ}38'44''$ East a distance of 488.05 feet to the northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36;
thence along the East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36 South $00^{\circ}14'30''$ West a distance of 312.23 feet to the Northerly line of the afore described parcel;
thence along said Northerly line North $89^{\circ}38'45''$ West a distance of 30.00 feet;
thence parallel with the Easterly line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36 North $00^{\circ}14'30''$ East a distance of 282.23 feet;
thence parallel with the Northerly line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36 North $89^{\circ}38'44''$ West a distance of 458.18 feet to the Easterly line of the aforesaid West 25.92 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36;
thence along said Easterly line North $00^{\circ}29'44''$ East a distance of 30.00 feet to the point of beginning.
County of Weld, State of Colorado.

TOGETHER WITH a 30 foot wide right-of-way over and upon the North 30 feet of the West 25.92 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

This is Exhibit A, an attachment to that Quitclaim Deed (Correction Deed) from Peter L. and Cynthia S. Banrer to Carl F. Eiberger.

STIPULATION AND CROSS CONVEYANCE

THIS STIPULATION AND CROSS CONVEYANCE is made and entered into this fourteenth (14th) day of December, 1996, by and between PETER L. BAURER and CYNTHIA S. BAURER, as joint tenants, 754 Weld County Road 23 1/4, Brighton, Colorado 80601 (the "Baurers") and CARL F. EIBERGER, 303 South Broadway, B-200, Denver, Colorado, 80209 ("Eiberger"), who are the parties to this agreement.

1. Background. The parties collectively owned real property, including all interest in water, water rights, wells, well rights, oil, gas, and any other minerals, in Weld County, Colorado, described in Exhibit A-1 - Legal Description, attached hereto and by this reference made a part hereof. The Baurers owned an undivided one-half interest as joint tenants and Eiberger owned an undivided one-half interest in the surface property and the water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under said property. The parties then transferred ownership of the surface rights so that the Baurers own essentially the north surface half of the property and Eiberger owns essentially the south surface half of the property. When the conveyances were made to each of the parties to reflect the above conveyance of surface rights, it was the intent that all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under all of said property would be owned in an undivided one-half interest by the Baurers and the other undivided one-half interest would be owned by Eiberger. Record title does not accurately reflect the intended ownership interests of the parties in water, water rights, wells, well rights, oil, gas, and any other minerals. And by this instrument, the parties desire to stipulate their interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under said property and to cross-convey, to any extent necessary, any interest in water, water rights, wells, well rights, oil, gas, and any other minerals necessary to result in the ownership of the parties being in accordance with such stipulation, with each party owning an undivided one-half interest in water, water rights, wells, well rights, oil, gas, and any other minerals. The attached legal description is for the entire property as received by the Baurers and Eiberger from their grantor, the prior owner, Wilma Moore.

2. Stipulation as to Interest in Water, Well, and Mineral Rights. The parties hereby stipulate and agree that all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, under, and including those that may be produced from the entire property described in Exhibit A-1 attached shall be owned as follows.

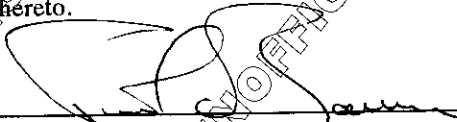
Peter L. Baurer and Cynthia S. Baurer, as joint tenants of an undivided one-half (1/2)-interest; and
Carl F. Eiberger, an undivided one-half (1/2)-interest.

It is understood and agreed between the parties hereto that wherever a reference is made herein to minerals, such reference includes, but is not limited to, oil, gas, gravel, sand, dirt, topsoil, structural fill, and any other substance which is and could be construed as a mineral.

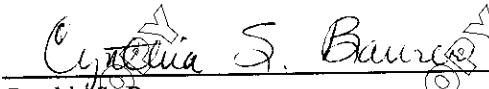
3. Cross-Conveyance. In consideration of the greater certainty to result herefrom and to effectuate the Stipulation above set forth, each party does hereby transfer, convey and quitclaim to the other party any interest in water, water rights, wells, well rights, oil, gas, and any other minerals necessary to result in the interests of the parties in the lands described in Exhibit A-1 being as set forth above.

4. This is a Stipulation and Cross-Conveyance to correct the original Quitclaim Deeds between the Baurers and Eiberger as set forth in these Correction Deeds.

IN WITNESS WHEREOF, this Stipulation and Cross-Conveyance is executed as of the date first set forth above, but shall be effective for all purposes as of December 14, 1995. This Stipulation and Cross-Conveyance may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document. This Stipulation and Cross-Conveyance shall not be effective unless and until executed by all parties hereto.



Peter L. Baurer



Cynthia S. Baurer

The "Baurers"



Carl F. Eiberger
"Eiberger"

STATE OF COLORADO

County of

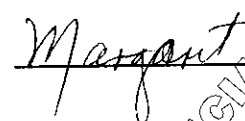
} ss.

The foregoing Stipulation and Cross-Conveyance was acknowledged before me this 18th day of Feb., 19 97, by Peter L. Baurer, Cynthia S. Baurer, and Carl F. Eiberger.

My commission expires

Witness my hand and official seal

March 21, 1998



Margaret

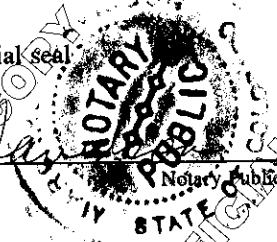


EXHIBIT A-1
LEGAL DESCRIPTION

A tract of land consisting of the West ½ of the Northwest ¼ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the Northeast ¼ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South 89°55'20" East, of which all other bearings described herein are relative thereto, a distance of 1372.20 feet;
thence South 00°51'39" East, along the East line of the West ½ of the Northwest ¼ of said Section 31, 2650.51 feet;
thence North 89°22'20" West, along the South line of the Northwest ¼ of said Section 31, 1412.10 feet to the East Quarter Corner of Section 36, Township 1 North, Range 67 West of the 6th P.M.;
thence South 88°37'40" West, along the South line of the Northeast ¼ of said Section 36, 1813.63 feet;
thence North 00°16'20" East, 1343.05 feet;
thence North 89°25'20" East, along the North line of the Southwest ¼ of the Northeast ¼ of said Section 36, 484.65 feet to the center of the Northeast ¼ of said Section 36;
thence North 00°07'20" East, along the West line of the East ½ of the Northeast ¼ of said Section 36, 1336.35 feet to a point on the North line of said Section 36;
thence South 89°49'00" East, along the North line of said Section 36, 1319.25 feet to the TRUE POINT OF BEGINNING;
County of Weld, State of Colorado.

TOGETHER WITH a 30 foot wide right-of-way over and upon the North 30 feet of the West 25.92 acres of the Southwest ¼ of the Northeast ¼ of Section 36, Township 1 North, Range 67 West of the 6th P.M.;
County of Weld, State of Colorado.

AND including all mineral rights owned by the grantor and including any and all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, and under the property.
County of Weld, State of Colorado.

This is Exhibit A-1, an attachment and legal description of property as stated in that Stipulation and Cross-Conveyance between Peter L. and Cynthia S. Baurer and Carl F. Eiberger.

**QUITCLAIM DEED
(CORRECTION DEED)**

THIS DEED, Made this fourteenth (14th) day of December, 1996, between Carl F. Eiberger of the City and County of Denver and State of Colorado grantor, and Peter L. Baurer and Cynthia S. Baurer as Joint Tenants as owners of an undivided one-half interest in the property described herein, whose legal address is 754 Weld County Road 23 $\frac{1}{4}$, Brighton, Colorado 80601 of the County of Weld and State of Colorado, grantees,

WITNESSETH, That the grantor, for and in consideration of the sum of (Correction Deed) the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

See Exhibit A, Legal Description, attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM and reserving to Grantor, his heirs, successors and assigns, all interest in water, water rights, wells, well rights, oil, gas, and any other minerals, owned by Grantor in, on, and under the lands herein conveyed, together with the right of ingress and egress at all times to develop the same as set forth in the Stipulation and Cross Conveyance between the parties, attached hereto and by this reference made a part hereof.

This Quitclaim Deed (Correction Deed) supplants and replaces, in their entirety, as if never made, that certain Quitclaim Deed dated May 13, 1996 and recorded June 3, 1996 in Book 1549, Reception No. 2494334 and that certain Quitclaim Deed dated July 23, 1996 and recorded August 6, 1996 in Book 1560, Reception No. 2504669.

also known by street and number as: 754 Weld County Road 23 $\frac{1}{4}$, Brighton, Colorado 80601
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

Carl F. Eiberger

GRANTOR

Peter L. Baurer

GRANTEE

Cynthia S. Baurer

GRANTEE

STATE OF COLORADO

County of Adams

ss

The foregoing Quitclaim Deed (Correction Deed) was acknowledged before me this 18th day of Feb., 1997, by Carl F. Eiberger, Peter L. Baurer, and Cynthia S. Baurer.

My commission expires

March 21, 1998

Witness my hand and official seal

Margaret [Signature]
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A
LEGAL DESCRIPTION

A tract of land consisting of a portion of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado;
thence along the North line of said Section 31 South $89^{\circ}55'20''$ East a distance of 1390.29 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31;
thence along the East line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ South $00^{\circ}48'35''$ West a distance of 950.00 feet;
thence parallel with the North line of the Northwest $\frac{1}{4}$ of said Section 31 North $89^{\circ}55'20''$ West a distance of 1000.00 feet;
thence parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 31 South $00^{\circ}13'27''$ West a distance of 681.12 feet;
thence parallel with the South line of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, North $89^{\circ}38'45''$ West a distance of 2189.57 feet;
thence North $00^{\circ}29'44''$ East a distance of 312.23 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36;
thence along said North line South $89^{\circ}38'45''$ East a distance of 488.05 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the said Section 36;
thence along the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, North $00^{\circ}14'31''$ East a distance of 1318.09 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36;
thence along the North line of the Northeast $\frac{1}{4}$ South $89^{\circ}35'32''$ East a distance of 1319.06 feet to the Northwest corner of aforesaid Section 31, the point of beginning.
Containing 89.017 acres, more or less.
County of Weld, State of Colorado.

TOGETHER WITH a 30 foot wide right-of-way over and upon the North 30 feet of the West 25.92 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

This is Exhibit A, an attachment to that Quitclaim Deed (Correction Deed) from Carl F. Eiberger to Peter L. and Cynthia S. Baurer.

STIPULATION AND CROSS CONVEYANCE

THIS STIPULATION AND CROSS CONVEYANCE is made and entered into this fourteenth (14th) day of December, 1996, by and between PETER L. BAURER and CYNTHIA S. BAURER, as joint tenants, 754 Weld County Road 23 1/4, Brighton, Colorado 80601 (the "Baurers") and CARL F. EIBERGER, 303 South Broadway, B-200, Denver, Colorado, 80209 ("Eiberger"), who are the parties to this agreement.

1. Background. The parties collectively owned real property, including all interest in water, water rights, wells, well rights, oil, gas, and any other minerals, in Weld County, Colorado, described in Exhibit A-1 - Legal Description, attached hereto and by this reference made a part hereof. The Baurers owned an undivided one-half interest as joint tenants and Eiberger owned an undivided one-half interest in the surface property and the water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under said property. The parties then transferred ownership of the surface rights so that the Baurers own essentially the north surface half of the property and Eiberger owns essentially the south surface half of the property. When the conveyances were made to each of the parties to reflect the above conveyance of surface rights, it was the intent that all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under all of said property would be owned in an undivided one-half interest by the Baurers and the other undivided one-half interest would be owned by Eiberger. Record title does not accurately reflect the intended ownership interests of the parties in water, water rights, wells, well rights, oil, gas, and any other minerals. And by this instrument, the parties desire to stipulate their interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under said property and to cross-convey, to any extent necessary, any interest in water, water rights, wells, well rights, oil, gas, and any other minerals necessary to result in the ownership of the parties being in accordance with such stipulation, with each party owning an undivided one-half interest in water, water rights, wells, well rights, oil, gas, and any other minerals. The attached legal description is for the entire property as received by the Baurers and Eiberger from their grantor, the prior owner, Wilma Moore.

2. Stipulation as to Interest in Water, Well, and Mineral Rights. The parties hereby stipulate and agree that all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, under, and including those that may be produced from the entire property described in Exhibit A-1 attached shall be owned as follows.

Peter L. Baurer and Cynthia S. Baurer, as joint tenants of an undivided one-half (1/2)-interest; and
Carl F. Eiberger, an undivided one-half (1/2)-interest.

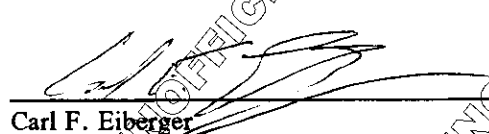
It is understood and agreed between the parties hereto that wherever a reference is made herein to minerals, such reference includes, but is not limited to, oil, gas, gravel, sand, dirt, topsoil, structural fill, and any other substance which is and could be construed as a mineral.

3. Cross-Conveyance. In consideration of the greater certainty to result herefrom and to effectuate the Stipulation above set forth, each party does hereby transfer, convey and quitclaim to the other party any interest in water, water rights, wells, well rights, oil, gas, and any other minerals necessary to result in the interests of the parties in the lands described in Exhibit A-1 being as set forth above.

4. This is a Stipulation and Cross-Conveyance to correct the original Quitclaim Deeds between the Baurers and Eiberger as set forth in these Correction Deeds.

IN WITNESS WHEREOF, this Stipulation and Cross-Conveyance is executed as of the date first set forth above, but shall be effective for all purposes as of December 14, 1995. This Stipulation and Cross-Conveyance may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document. This Stipulation and Cross-Conveyance shall not be effective unless and until executed by all parties hereto.


Peter L. Baurer


Carl F. Eiberger

"Eiberger"


Cynthia S. Baurer

The "Baurers"

STATE OF COLORADO

County of _____

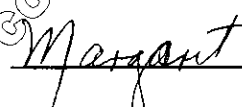
} ss.

The foregoing Stipulation and Cross-Conveyance was acknowledged before me this 18th day of Feb., 19 97, by Peter L. Baurer, Cynthia S. Baurer, and Carl F. Eiberger.

My commission expires

March 21, 1998

Witness my hand and official seal



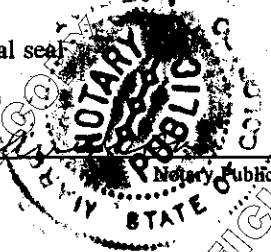


EXHIBIT A-1
LEGAL DESCRIPTION

A tract of land consisting of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South 89°55'20" East, of which all other bearings described herein are relative thereto, a distance of 1372.20 feet;

thence South 00°51'39" East, along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31, 2650.51 feet;

thence North 89°22'20" West, along the South line of the Northwest $\frac{1}{4}$ of said Section 31, 1412.10 feet to the East Quarter Corner of Section 36, Township 1 North, Range 67 West of the 6th P.M.;

thence South 88°37'40" West, along the South line of the Northeast $\frac{1}{4}$ of said Section 36, 1813.63 feet;

thence North 00°16'20" East, 1343.05 feet;

thence North 89°25'20" East, along the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, 484.65 feet to the center of the Northeast $\frac{1}{4}$ of said Section 36;

thence North 00°07'20" East, along the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 36, 1336.35 feet to a point on the North line of said Section 36;

thence South 89°49'00" East, along the North line of said Section 36, 1319.25 feet to the TRUE POINT OF BEGINNING;

County of Weld, State of Colorado.

TOGETHER WITH a 30 foot wide right-of-way over and upon the North 30 feet of the West 25.92 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M.;

County of Weld, State of Colorado.

AND including all mineral rights owned by the grantor and including any and all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, and under the property.

County of Weld, State of Colorado.

This is Exhibit A-1, an attachment and legal description of property as stated in that Stipulation and Cross-Conveyance between Peter L. and Cynthia S. Baurer and Carl F. Eiberger.

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CORRECTION

STIPULATION AND CROSS CONVEYANCE

THIS CORRECTION STIPULATION AND CROSS CONVEYANCE is made and entered into this thirtieth (30th) day of September, 1997, previously dated the fourteenth (14th) day of December, 1996, and effective the fourteenth (14th) day of December, 1995, by and between PETER L. BAURER and CYNTHIA S. BAURER, as joint tenants, 754 Weld County Road 23¹/₄, Brighton, Colorado 80601 (the "Baurers") and CARL F. EIBERGER, 303 South Broadway, Suite B-200, Denver, Colorado, 80209 ("Eiberger"), who are the parties to this agreement.

1. **Background.** The parties collectively owned real property, including all interest in water, water rights, wells, well rights, oil, gas, and any other minerals, in Weld County, Colorado, described in Exhibit A-1, Legal Description, attached hereto and by this reference made a part hereof. The Baurers owned an undivided one-half interest as joint tenants and Eiberger owned an undivided one-half interest in the surface, minerals, and subsurface property. The parties then transferred ownership of the surface rights so that the Baurers own essentially the north surface half of the property and Eiberger owns essentially the south surface half of the property. When the conveyances were made to each of the parties to reflect the above conveyance of surface rights, it was the intent that all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, and under all of said property would be owned in an undivided one-half interest by the Baurers and the other undivided one-half interest would be owned by Eiberger. Record title does not accurately reflect the intended ownership interests of the parties in water, water rights, wells, well rights, oil, gas, and any other minerals. And by this instrument, the parties desire to stipulate their interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, or under said property and to cross-convey, to any extent necessary, any interest in water, water rights, wells, well rights, oil, gas, and any other minerals necessary to result in the ownership of the parties being in accordance with such stipulation, with each party owning an undivided one-half interest in water, water rights, wells, well rights, oil, gas, and any other minerals. The attached legal description is for the entire property as received by the Baurers and Eiberger from their grantor, the prior owner, Wilma Moore.

2. **Stipulation as to Interest in Water, Well, and Mineral Rights.** The parties hereby stipulate and agree that all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, under, and including those that may be produced from the entire property described in Exhibit A-1 attached shall be owned as follows.

Peter L. Baurer and Cynthia S. Baurer, as joint tenants of an undivided one-half (1/2)-interest; and
Carl F. Eiberger, an undivided one-half (1/2)-interest.

It is understood and agreed between the parties hereto that wherever a reference is made herein to minerals, such reference includes, but is not limited to, oil, gas, gravel, sand, dirt, topsoil, structural fill, and any other substance which is and could be construed as a mineral.

3. **Cross-Conveyance.** In consideration of the greater certainty to result herefrom and to effectuate the Stipulation above set forth, each party does hereby transfer, convey and quitclaim to the other party any interest in water, water rights, wells, well rights, oil, gas, and any other minerals necessary to result in the interests of the parties in the lands described in Exhibit A-1 being as set forth above.

4. This is a Stipulation and Cross-Conveyance to correct the original Quitclaim Deeds between the Baurers and Eiberger as set forth in these Correction Deeds.

5. **This Correction Stipulation and Cross Conveyance is intended to correct the original Stipulation and Cross Conveyance dated December 14, 1996, effective December 14, 1995, and recorded February 18, 1997 as attachments to the Quitclaim Deeds recorded in Book 1592, Reception Numbers 2533914 and 2533915. In the attached Exhibit A-1, second paragraph, fourth (4th) word "Northwest" in the original is replaced with "Northeast." This Correction Stipulation and Cross Conveyance supplants and replaces, in its entirety, as if never made, the original Stipulation and Cross Conveyance dated December 14, 1996, effective December 14, 1995, and recorded February 18, 1997.**

IN WITNESS WHEREOF, this Correction Stipulation and Cross-Conveyance is executed as of the date first set forth above, but shall be effective for all purposes as of December 14, 1995. This Correction Stipulation and Cross-Conveyance may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document. This Correction Stipulation and Cross-Conveyance shall not be effective unless and until executed by all parties hereto.

Peter L. Baurer

Carl F. Eiberger

"Eiberger"

Cynthia S. Baurer

STATE OF COLORADO

County of Adams

ss.

The foregoing Correction Stipulation and Cross-Conveyance was acknowledged before me this 13th day of Oct, 19 97, by Peter L. Baurer, Cynthia S. Baurer, and Carl F. Eiberger.

My commission expires 4/24/2001

Witness my hand and official seal

Notary Public

EXHIBIT A-1
LEGAL DESCRIPTION

A tract of land consisting of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, and a portion of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the Northeast corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South $89^{\circ}55'20''$ East, of which all other bearings described herein are relative thereto, a distance of 1372.20 feet;
thence South $00^{\circ}51'39''$ East, along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 31, 2650.51 feet;
thence North $89^{\circ}22'20''$ West, along the South line of the Northwest $\frac{1}{4}$ of said Section 31, 1412.10 feet to the East Quarter Corner of Section 36, Township 1 North, Range 67 West of the 6th P.M.;
thence South $88^{\circ}37'40''$ West, along the South line of the Northeast $\frac{1}{4}$ of said Section 36, 1813.63 feet;
thence North $00^{\circ}16'20''$ East, 1343.05 feet;
thence North $89^{\circ}25'20''$ East, along the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, 484.65 feet to the center of the Northeast $\frac{1}{4}$ of said Section 36;
thence North $00^{\circ}07'20''$ East, along the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 36, 1336.35 feet to a point on the North line of said Section 36;
thence South $89^{\circ}49'00''$ East, along the North line of said Section 36, 1319.25 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH a 30-foot wide right-of-way over and upon the North 30 feet of the West 25.92 acres of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 67 West of the 6th P.M.;
County of Weld, State of Colorado.

AND including all mineral rights owned by the grantor and including any and all interest in water, water rights, wells, well rights, oil, gas, and any other minerals in, on, and under the property.
County of Weld, State of Colorado.

This is Exhibit A-1, an attachment and legal description of property as stated in that Correction Stipulation and Cross-Conveyance between Peter L. and Cynthia S. Baurer and Carl F. Eiberger.

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3432612 11/03/2006 04:50P Weld County, CO
1 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

STILLWATER RANCH
754 Weld County Road 23 3/4
Brighton, CO 80601

**JOINT OWNERSHIP
and
EASEMENT AGREEMENT**

Cynthia S. Baurer and Peter L. Baurer (jointly) and Carl F. Eiberger each own one unit (approximately 90 acres each) of a tract of land at 754 County Rd. 23 3/4 in Weld County, Colorado; approximately 180 acres in total, described in Exhibit A. This agreement spells out their intention that the two parcels shall be operated together as one.

This agreement defines the entire 180 acres (legally described in Exhibit A) as STILLWATER RANCH, and sets out certain rights and obligations of each of the owners.

WHEREAS, Each of the owners owns one of the two units, including all interest in water, water rights, wells, well rights, oil, gas, and other minerals: and

WHEREAS, It is in the best interests and to the mutual advantage of each party to operate the two parcels together as one unit.

NOW THEREFORE:

1- It is the intention of the owners in operating STILLWATER RANCH as one unit, to share equally in all expenses connected with the development and operation of the ranch. This includes expenses for equipment purchase and maintenance, fuel and other supplies, provision of water, gas, and telephone utilities, fencing, planting, and building and maintaining roads and driveways. Expenses of a personal and individual nature including residences, outbuildings, gardens and plantings appurtenant to those individual residences are not covered by this agreement, and are the responsibility of the individual parties.

2- It is the intention of the owners in operating STILLWATER RANCH as one unit to share equally in all income derived from the ranch. This includes any revenue from rights of way or from sale of water, gas, oil gravel or other minerals as well as from crops raised on the ranch.

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2 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

3- Each owner grants the other a general easement across the property as a whole, except for the area within 100 feet of any residences or outbuildings which are the personal property of any owner.

4- One of the principal features of STILLWATER RANCH is the development of a water ski lake for the use and enjoyment of the owners. Rights to the use of the lake are exclusively limited to the owners and their guests unless this agreement is modified by mutual consent. Privacy on STILLWATER RANCH is an important consideration, and guests of either owner shall have access to the lake and the ranch by invitation only. Consideration shall be given to notification of the other owner when guests are expected, whenever possible.

5- Continuity of ownership:

a) In the event Carl Eiberger wishes to divest himself of his share of STILLWATER RANCH Cindy and Peter Baurer shall have the right to purchase his 1/2 interest in STILLWATER RANCH at fair market value. Fair market value shall be one-half the appraised value of the entire ranch excluding personal residences and improvements. Cindy and Peter Baurer shall declare their interest in purchasing Carl Eiberger's share within 60 days after being notified in writing that Carl Eiberger wishes to divest himself of his share of STILLWATER RANCH.

b) In the event Cindy and Peter Baurer wish to divest themselves of their share of STILLWATER RANCH Carl Eiberger shall have the right to purchase their 1/2 interest in STILLWATER RANCH at fair market value. Fair market value shall be one-half the appraised value of the entire ranch, plus the value of personal residences and improvements. Carl Eiberger shall declare his interest in purchasing Cindy and Peter Baurer's share within 60 days after being notified in writing that Cindy and Peter Baurer wish to divest themselves of their share of STILLWATER RANCH.

c) In the event of the death of Cindy and Peter Baurer their interest in STILLWATER RANCH shall pass to their children, Jonathan and Jennifer who shall be bound by all the terms of this agreement.

d) In the event of the death of Cindy and Peter Baurer and their children, Jonathan and Jennifer Baurer their interest in STILLWATER RANCH shall pass to William and Kay Shafer who shall be bound by all the terms of this agreement.

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3 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

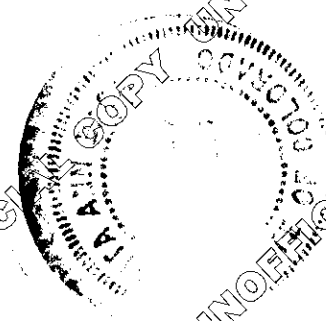
e) In the event of the death of Carl Eiberger his interest in STILLWATER RANCH shall pass to James Lee Eiberger, Carl Eiberger's brother, who shall be bound by all the terms of this agreement.

f) In the event that either Carl Eiberger or Cindy and Peter Baurer divest themselves of their share of STILLWATER RANCH to a third party or parties all the terms of this agreement shall constitute a binding covenant governing the use of STILLWATER RANCH unless dissolved by all parties.

Cynthia Baurer
Cynthia Baurer

Carl Eiberger
Carl Eiberger

Peter Baurer
Peter Baurer



STATE OF COLORADO
CITY AND COUNTY OF DENVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE
ME THIS 17th DAY OF Sept 1998 BY Cynthia Baurer, Carl Eiberger & Peter Baurer
WITNESS MY HAND OFFICIAL SEAL

[Signature]
NOTARY PUBLIC

My Commission Expires Dec. 21, 1998

EXHIBIT A - LEGAL DESCRIPTION

A tract of land consisting of the W 1/2 of the NW 1/4 of Section 31, Township 1 North, Range 66 West of the 6th P.M., WELD COUNTY COLORADO, and a portion of the NE 1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., WELD COUNTY, COLORADO, more particularly described as follows:

Beginning at the Northeast corner of Section 36, Township 1 North, Range 67 West of the 6th P.M., said point being the TRUE POINT OF BEGINNING and proceeding thus along the North line of Section 31, Township 1 North, Range 66 West of the 6th P.M. on an assumed bearing of South 89°55'20" East, of which all other bearings described herein are relative thereto, a distance of 1372.20 feet;

thence South 00°51'39" East, along the East line of the W 1/2 of the NW 1/4 of said Section 31, 2650.51 feet;

thence North 89°22'20" West along the South line of the NW 1/4 of said Section 31, 1412.10 feet to the East Quarter Corner of Section 36, Township 1 North Range 67 West of the 6th P.M.;

thence South 88°37'40" West along the South line of the NE 1/4 of said Section 36, 1813.63 feet;

thence North 00°16'20" East, 1343.05 feet;

thence North 89°25'20" East along the North line of the SW 1/4 of the NE 1/4 of said Section 36, 484.65 feet to the center of the NE 1/4 of said Section 36;

thence North 00°07'20" East along the West line of the E 1/2 of the NE 1/4 of said Section 36, 1336.35 feet to a point on the North line of said Section 36;

thence South 89°49'00" East along the North line of said Section 36, 1319.25 feet to the TRUE POINT OF THE BEGINNING.

together with a 30 foot wide right of way over and upon the North 30 feet of the West 25.92 acres of the SW 1/4 of the NE 1/4 of Section 36, Township 1 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

AND including all mineral rights owned by the grantor

AND including all water and well rights to the property owned by the grantor.



3432612 11/03/2006 04:50P Weld County, CO
4 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

3432612 11/03/2006 04:50P Weld County CO
5 of 5 R 26.00 D 0.00 Steve Moreno Clerk & Recorder

AFFIDAVIT OF CARL F. EIBERGER, III


COMES NOW, Carl F. Eiberger, III, being first duly sworn upon oath, and states the following:

1. I am the same person variously referred to as "Carl F. Eiberger" and "Carl Eiberger" in the Joint Ownership and Easement Agreement which was executed on September 17, 1998 between me and Cynthia S. Baurer (also referred to as Cynthia Baurer and Cindy Baurer in that document) and Peter L. Baurer (also referred to as Peter Baurer in that document).

2. The marginalia on pages 1 and 2 of that Joint Ownership and Easement Agreement (with the exception of the initials and pagination in the lower right hand corner of those pages) was made by me, and is not part of the Joint Ownership and Easement Agreement.

3. The legal description attached as Exhibit A to the Joint Ownership and Easement Agreement is the legal description which was attached to and made a part of the Warranty Deed accepted by me, Cynthia S. Baurer and Peter L. Baurer when the property described on such Exhibit A and referenced in the Joint Ownership and Easement Agreement as Stillwater Ranch was purchased from Wilma V. Moore.

Dated this 2nd day of November, 2006.



Carl F. Eiberger, III

STATE OF COLORADO
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 2nd day of November, 2006, by Carl F. Eiberger, III.

Witness my hand and official seal.

My commission expires: 11/21/09



Notary Public

SPECIAL WARRANTY DEED

THIS DEED, Made this 7 day of **May, 2018**, between **Peter L. Baurer and Cynthia S. Baurer** of the *County of **Weld** and State of Colorado, grantor(s), and Aggregate Industries – WCR, Inc., a Colorado corporation whose legal address is **1687 Cole Blvd #300, Golden, Co 80401** of the County of **Jefferson** and State of Colorado, grantee(s):

Doc Fee \$160.000

WITNESSETH, That the grantor(s), for and in consideration of the sum of **One Million Six Hundred Thousand and 00/100 DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the [] County of **Weld**, State of Colorado, described as follows:
See Attached Exhibit A

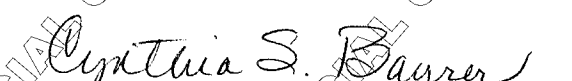
also known as street and number as: **11650 County Road 2 ¼, Brighton, Co 80603**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), Its heirs, and assigns forever. The grantor(s), for themselves, their heirs, and personal representatives or successors, do covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, The grantor(s) have executed this deed on the date set forth above.


Peter L. Baurer


Cynthia S. Baurer

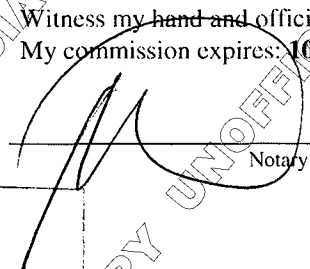
STATE OF COLORADO,

County of **Adams**

} ss.

The foregoing instrument was acknowledged before this **23rd** day of **April, 2018** by **Peter L. Baurer and Cynthia S. Baurer**.

Witness my hand and official seal.
My commission expires: **10/5/18**


Notary Public

*If in Denver, insert "City and"

LISA ANDERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984027595
MY COMMISSION EXPIRES 10/05/2018

ATTACHED EXHIBIT A

A TRACT OF LAND CONSISTING OF A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO;

THENCE ALONG THE NORTH LINE OF SAID SECTION 31 SOUTH 89°55'20" EAST A DISTANCE OF 1390.29 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SAID SECTION 31;

THENCE ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 SOUTH 00°48'35" WEST A DISTANCE OF 950.00.

THENCE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31 NORTH 89°55'20" WEST A DISTANCE OF 1000.00 FEET;

THENCE PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31 SOUTH 00°13'27" WEST A DISTANCE OF 681.12 FEET;

THENCE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, NORTH 89°38'45" WEST A DISTANCE OF 2189.57 FEET;

THENCE NORTH 00°29'44" EAST A DISTANCE OF 312.23 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG SAID NORTH LINE SOUTH 89°38'45" EAST A DISTANCE OF 488.05 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 36; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, NORTH 00°14'31" EAST A DISTANCE OF 1318.09 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 SOUTH 89°35'32" EAST A DISTANCE OF 1319.06 FEET TO THE NORTHWEST CORNER OF AFORESAID SECTION 31, THE POINT OF BEGINNING, CONTAINING 89.017 ACRES, MORE OR LESS, COUNTY OF WELD, STATE COLORADO.