

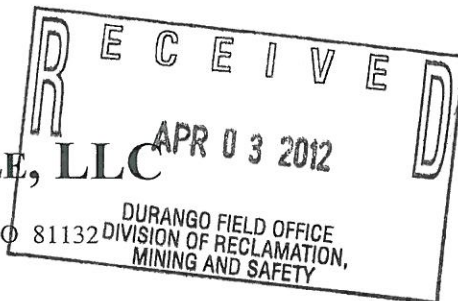
M-2012-007

CHANGE OF LAND
OWNERSHIP, TO
O'ROURKE EXCAVATING



RIO GRANDE MINERAL TITLE, LLC

580 Columbia Ave. • PO Box 489 • Del Norte, CO 81132
(719) 657-3366 • FAX (719) 657-2395



1. Ralph Vernon Rominger (Seller) and **O'Rourke Excavating, Inc.** (Purchaser) engage RIO GRANDE MINERAL TITLE, LLC (Closing Agent) to provide closing and settlement services in connection with the closing of the following described real estate in the County of RIO GRANDE, Colorado, to wit:
Section 21, Township 40, Range 6, Rio Grande County, Colorado
also known as 9255 W. County Road 7 N, Del Norte, CO 81132.

2. Closing Agent is authorized to obtain information, and to prepare, obtain, deliver and record all documents, EXCLUDING preparation of legal documents, necessary to carry out the terms and conditions of the contract to buy and sell real estate, dated **02/27/2012**, with ALL amendments and counter proposals attached (Contract), and made part of this document.

3. Closing Agent will receive a fee not to exceed **\$350.00**, for providing these closing and settlement services to be the expense of **buyer**.

4. Closing Agent is authorized to receive funds; and to disburse funds when ALL funds received are either available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited; or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("Good Funds").

5. Closing Agent is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in paragraph 12 and 13.

6. Closing Agent shall disburse all funds in the closing except those funds as may be separately disclosed in writing to Purchaser and Seller by Closing Agent on or before closing.

7. Seller will receive the net proceeds of closing as indicated:

- ☒ a. Closing Agent's Trust Account Check.
☐ b. Cashier's Check at Seller's Expense.
☐ c. Funds electronically transferred to an account specified by the Seller, at Seller's expense.

8. Purchaser and Seller will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and Purchaser and Seller further agree to sign and complete all customary required documents, at closing to fulfill the Contract.

9. Closing Agent will prepare and deliver an accurate, complete and detailed closing statement to Purchaser and Seller at time of closing.

10. If requested by Closing Agent, earnest money deposit will be delivered to Closing Agent in sufficient time before closing to disburse Good Funds.

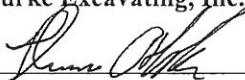
11. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Purchaser, shall be voided by Closing Agent, with original returned to Purchaser and a copy to Purchaser's lender.

12. If any conflicting demands are made on the Closing Agent at the sole discretion of the Closing Agent, Closing Agent may hold any monies, documents, and other things of value received from any party except Purchaser's lender. Closing agent shall retain such items until (1) receipt of mutual written instructions from Purchaser and Seller; or (2) until a civil action between Purchaser and Seller shall have been finally concluded in a court of competent jurisdiction; or (3) Order from a court of competent jurisdiction is issued directing the Closing Agent. In the alternative, Closing Agent may, in its sole discretion, commence a civil action to interplead, or interplead in any existing civil action, any documents, monies or other things of value received by Closing Agent. Such deposit shall relieve Closing Agent of all further liability and responsibility and Closing Agent shall be entitled to all court costs and reasonable closing and attorney's fees.

13. These closing instructions may only be amended or terminated by WRITTEN instructions signed by Purchaser, Seller and Closing Agent.

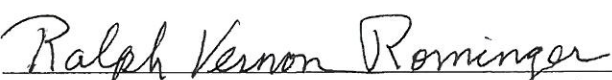
Approved and Accepted

O'Rourke Excavating, Inc.


By: Thomas O'Rourke as President/Secretary date
Closing Agent: Rio Grande Mineral Title, LLC

by 

Approved and Accepted


Ralph Vernon Rominger date

date: 3-5-12

WARRANTY DEED

THIS DEED, Made this 5th day of March, 2012, between Ralph Vernon Rominger of the County of Rio Grande and State of Colorado, grantor(s), and O'Rourke Excavating, Inc whose legal address is 2489 County Road 15, South Fork, CO 81154 of the County of Rio Grande and State of Colorado, grantee(s):

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
Stephanie Duncan
RIO GRANDE MINERAL TITLE, LLC

WITNESSETH, That the grantor(s), for and in consideration of the sum of Forty Thousand And 00/100 DOLLARS, 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(s), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of RIO GRANDE and State of Colorado, described as follows:

A parcel of land located in the SE¼ Section 21, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado, which parcel is more particularly described by metes and bounds as follows, to-wit: Beginning at the southeast corner of the parcel herein described, a point on the northerly limit of the right of way for Colorado State Highway No. 374, whence the southeast corner of said Section 21 bears S 89°53.5' E, 1343.41 feet distant; thence S 88°24' W, 243.20 feet along the northerly limit of said highway right of way to a concrete marker thereof with brass plate; thence N 88°56' W, 109.00 feet along the northerly limit of said highway right of way to the southwest corner of the parcel herein described; thence N 1°36' W, 1301.05 feet to the northwest corner of the parcel herein described, a point on the southerly limit of the right of way for Lateral No. 1 of The Rio Grande Canal System; thence S 73°48' E, 397.10 feet along the southerly limit of said canal right of way to the northeast corner of the parcel herein described; thence S 0°20.5' E, 1185.02 feet to the place of beginning. TOGETHER WITH an undivided one-half interest in and to Well No. 3, W-1345 and the right to enter on to the premises surrounding the well for maintenance and repair of well, pump and motor, together with all ditches and ditch rights as now existing to deliver said well water to the above describe property, AND TOGETHER with all oil, gas and mineral rights lying in, upon and under the above describe property.

also known as street and number as: 9255 W. County Road 7 N, Del Norte, CO 81132
assessor's schedule or parcel number: 1521000030

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, 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), heirs and assigns forever. And the grantor(s), for himself his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee(s), their heirs and assigns, that at the time of the ensembling and delivery of these presents he 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 easements, restrictions, reservations and rights of way of record, if any, and subject to the general taxes for the current and subsequent years.

The grantor(s) 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 lawfully claiming the whole or any part thereof.

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

Ralph Vernon Rominger
Ralph Vernon Rominger

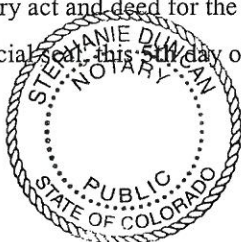
STATE OF COLORADO,
County of Rio Grande

} ss.

I, Stephanie Duncan, a Notary Public in and for said Rio Grande County, in the State aforesaid, do hereby certify that Ralph Vernon Rominger who being personally known to me to be the person(s) whose name is subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and official seal, this 5th day of March, 2012.

My commission expires:
April 8, 2015



Stephanie Duncan
Notary Public

*If in Denver, insert "City and".

MY COMMISSION EXPIRES
Name and Address of Person Creating Newly Created Seal Pursuant to § 38-35-106.5, C.R.S.)

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO RIO GRANDE MINERAL TITLE, LLC**

1. This is written evidence to you that there are no unpaid bills for materials or labor furnished for the construction and erection, repairs or improvements on property located at:

9255 W. County Road 7 N, Del Norte, CO 81132

and legally described as:

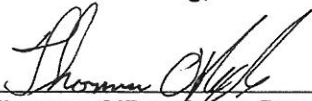
A parcel of land located in the SE¼ Section 21, Township 40 North, Range 6 East, N.M.P.M., Rio Grande County, Colorado, which parcel is more particularly described by metes and bounds as follows, to-wit: Beginning at the southeast corner of the parcel herein described, a point on the northerly limit of the right of way for Colorado State Highway No. 374, whence the southeast corner of said Section 21 bears S 89°53.5' E, 1343.41 feet distant; thence S 88°24' W, 243.20 feet along the northerly limit of said highway right of way to a concrete marker thereof with brass plate; thence N 88°56' W, 109.00 feet along the northerly limit of said highway right of way to the southwest corner of the parcel herein described; thence N 1°36' W, 1301.05 feet to the northwest corner of the parcel herein described, a point on the southerly limit of the right of way for Lateral No. 1 of The Rio Grande Canal System; thence S 73°48' E, 397.10 feet along the southerly limit of said canal right of way to the northeast corner of the parcel herein described; thence S 0°20.5' E, 1185.02 feet to the place of beginning.

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed against us. That if there are any judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **Rio Grande Mineral Title, LLC** against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action thereon.

O'Rourke Excavating, Inc.


By: Thomas O'Rourke as President/Secretary


Ralph Vernon Rominger

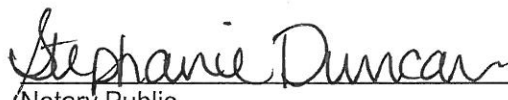
STATE OF COLORADO
COUNTY OF **Rio Grande**

} ss.

The foregoing instrument was acknowledged, subscribed, and sworn to before me this **5th** day of **March, 2012** by **Ralph Vernon Rominger** and **Thomas O'Rourke as President/Secretary of O'Rourke Excavating, Inc.**

(SEAL)




Notary Public
My Commission Expires: