Reception # 324182 Record Date 3/1/2022 11:18 AM
Page: 1 of 5 RecFee: $33.00 DocFee: $0.00
BOOTS M. CAMPBELL RIO BLANCO COUNTY, COLORADO

SURFACE FEE DEED

STATE OF COLORADO §
§
COUNTY OF RIO BLANCO §

RIO MESA RESOURCES, INC., a Colorado corporation whose address is P.O. Box 984, Rangely, Colorado 81648 (collectively, **"Grantor"),** for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, TRANSFER, SET OVER AND CONVEY, subject to the exceptions to conveyance and disclaimers herein contained, unto **Utah Gas Op Ltd.,** a Colorado limited liability company, whose address is 760 Horizon Dr. Ste. 500, Grand Junction, Colorado 81506 **("Grantee"),** the surface estate situated in Rio Blanco County, Colorado, described more fully on Exhibit A, attached hereto and made a part hereof, as well as all fixtures and improvements located thereon, and together with all rights, title and interests appurtenant thereto (the **"Property").** This Surface Fee Deed (this **"Deed")** is made in accordance with and is subject to the terms, covenants and conditions contained in that certain Purchase and Sale Agreement dated effective December 31, 2021 (the **"Purchase Agreement"),** by and between Rio Mesa Resources Inc, as Seller, and Utah Gas Op Ltd., as Purchaser. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Purchase Agreement and this Deed, the provisions of the Purchase Agreement shall control; provided, however, that this Deed may be relied upon for all purposes without further recourse or reference to the Purchase Agreement with respect to the conveyance and transfer of title to the Property. The execution and delivery of this Deed by Grantor, and the execution and acceptance of this Deed by Grantee, shall not operate to release or impair any surviving rights or obligations of Grantor or Grantee under the Purchase Agreement.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT, EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ANY AND ALL FAULTS AND DEFECTS, LATENT AND PATENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, ASSERTIONS OR NON-ASSERTIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO TITLE, ZONING, PHYSICAL CONDITIONS, AND SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, AND GRANTEE IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY.

A. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH THE PURCHASE AGREEMENT, GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF

MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, AND NOTHING IN THIS CONVEYANCE OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY AND GRANTEE SHALL BE DEEMED TO BE TAKING THE PROPERTY "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF ITS ENVIRONMENTAL CONDITION AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS GRANTEE DEEMS APPROPRIATE.

B. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH AND THE TWO PRECEDING PARAGRAPHS ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

EXCEPTIONS FROM CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to the following matters: validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Deed. This Deed shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and permitted assigns.

[Signature Page Follows]

EXECUTED this __8__ day of _/iB___, 20 ZZ

GRANTOR:

Rio Mesa Resources, Inc.

By: _kLIIC;4
Name
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Title

GRANTEE:

Utah Gas Op Ltd.

By: _e /=c---
Name
.Dce.L\:n r r)f::_Laed_____
Title

ACKNOWLEDGMENTS

STATE OF COLORADO §
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COUNTY OF §

The foregoing instrument was acknowledged before me on .f.1.b1111 '-&. 20.fQ, by Miachel G. Hayes, as President of Rio Mesa Resources, Inc., a Colorado corp ion, on behalf of said corporation.

Notary Public

(Seal)

MELANIE A THOMPSON
NOTARYPUBUC
STATEOf: COIDRADO
NOTARY ID# 20084035121
M♦. COMMISSION EXPIRES 10/08/2024

STATE OF COLORADO §
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COUNTY OF_____ §

The foregoing instrument was acknowledged before me on -e})}'UQ.r\.A . 2., 2022, by Codu CJo.r, as n>cloc \ f Utah Gas Op Ltd., a Colorado limite liability comp ny, on behalf of said company.

Megan Yoachum
Notary Public

(Seal)

MEGAN YOACHUM
NOTARY PUBLIC · STATE OF COLORADO
Notary ID #20194032693
Mv Commission Expires 8/27/2023

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Exhibit A

1. A tract of land lying within, Township 2 North, Range 101 West, Section 31 6th PM: A parcel of land in CE No. 402, more particularly described in Instrument recorded May 23, 1984, in Book 437 at Page 529. Rio Blanco County Parcel Number: 138131300033.

2. Tract 401 lying within Township 2 North, Range 101 West A M/B Parcel, more particularly described as follows: Township 2 North, Range 101 West of the 6th P.M. A parcel of land lying in C.E. 401 of the 1908 Government Land Office Resurvey in Section 31, Township 2 North, Range 101 West of the 6th P.M., Town of Rangely, Colorado, said parcel lies within East Meadows Subdivision as platted and recorded August 31, 1988 as Reception No. 234441, said parcel being more particularly described as follows: Commencing at the Northwest Corner of said East Meadows Subdivision; thence South 00"09'00" East, 235.79 feet to the Southwest Corner of Lot 5, Block 2 of said Subdivision; thence South 89"52'00" East, along the South line of said Lot 5, 512.65feed to the true point of beginning; thence North, 106.41 feet; thence East, 207.41 feet; thence South 00"32'00" East, 208.71 feet; thence West, 209.63 feet; thence North, 102.30 feet to the true point of beginning. Rio Blanco County Parcel Number: 138131400081.

Receipt #116407

03/01/2022 11:18 AM

RIO BLANCO COUNTY CLERK AND RECORDER
555 MAIN ST P.O.BOX 1067
MEEKER, CO 81641

Customer: UTAH GAS CORP
1125 ESCALANTE DR
RANGELY, CO 81648

User: jmurray
Drawer: Cash 1

Fees:

Doc #324182	DEED	5 pages	[redacted]

Total Fees: [redacted]
Amount Received: [redacted]

Payments & Refunds:

Check 1012926 [redacted]