## MID-CONTINENT ENERGY EXCHANGE

Oil & Gas Asset Auctions



**BidEx Lot 1406 Data Packet** 

# **Pueblo Open Minerals**

Sec 3-20S-61W Pueblo County, CO 5 NMA

In this Document:

Summary

Misc.

Outgoing Conveyance



#### **BidEx Lot #1406**

**Lease Name:** Pueblo Open Minerals 3-20S-61W

County/State: Pueblo, CO

**Asset Type:** Open Minerals

**Legal Description:** S/2 Sec 3-20S-61W

Acres: 5 NMA

Disclaimer: Bidders must conduct their own due diligence prior to bidding at the auction. Bidders shall rely upon their own evaluations of the properties and not upon any representation either oral or written provided here. This is a summary of information provided by the seller to Mid-Continent Energy Exchange.



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#### OIL, GAS AND MINERAL DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/ 100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, hereinafter referred to as "Grantors", whether one or more, do hereby grant, sell and convey, with limited warranty, unto hereinafter referred to as "Grantoes," whether one or more, all of Grantors mineral interest, including but not limited to oil, gas, carbon dioxide, and all other minerals in, on and under that certain property being situated in Pueblo County, Colorado and being more particularly described as follows, to-wit:

Selling 10 mineral acres act of each tract for a total of 40 mineral acres total out of the following tracts:

South half of Section 3, Township 20S, Range 61W & Selling 10 mineral North half of Section 26, Township 19S, Range 61W & Selling 10 mineral South half of Section 23, Township 19S, Range 61W & Selling 10 mineral North half of Section 25, Township 19S, Range 61W & Selling 10 mineral North half of Section 25, Township 19S, Range 61W & Selling 10 mineral north half of Section 25, Township 19S, Range 61W & Selling 10 mineral north half of Section 25, Township 19S, Range 61W & Selling 10 mineral north half of Section 25, Township 19S, Range 61W & Selling 10 mineral north half of Section 25, Township 19S, Range 61W

By the acceptance of this deed, the Grantee hereby agrees for Grantee, and Grantee heirs, successors and assigns, that the damages recoverable against Grantors for breach of the limited warranty stipulated in this Deed shall be limited solely to a return of that portion of the consideration received by the Grantors whose interests have been sold, pledged, mortgaged, hypothecated or otherwise alienated in violation of said limited warranty.

Grantors do further convey to the Grantee any and all income, benefits, rights and privileges that will hereafter be due to the owner of said mineral rights, including but not limited to, all lease bonus, delay rentals and royalties. Grantors do further convey to the

Grantce all such rights and benefits as may be necessary or convenient to the Grantee in the exploration, development, storage, transportation and production of said mineral rights, including, but not limited to, the right to enter into all leases, options, deeds, assignments and other contracts covering said property, to drill wells, lay pipelines, erect derricks, build roads, install tanks, separators, heaters and refineries, and to pool and unitize interests.

The aforesaid property does not constitute part of Grantors' homesteads. This conveyance covers forty (40) net mineral acres.

WITNESS OUR SIGNATURES on this the 25th day of MAY, 2012

1909760 MIN\_D 06/07/2012 03:32:23 PM Page: 2 of 4 R 26.00 D 0.00 T 26.00 Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

STATE OF Colorado KANSAS	
COUNTY OF Puchlo Scat	
PERSONALLY APPEARED BEFORE ME, the undersigned auth	ority in and for
said County and State, who acknowledged to me that h	ne/she signed
and delivered the above and foregoing instrument on the day and in the ye	ear therein
shown.	TÜ
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the	5' day of
May, $2012$ .	
A NOTARY PUBLIC - State of Kansas	,
E SCOTINOLI	
My appl expires 10-2-14 NOTARY PUBLIC	

MY COMMISSION EXPIRES:

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Page: 3 of 4 R 26.00 D 0.00 T 26.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

STATE OF Colorado COUNTY OF Pueblo Scori

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, who acknowledged to me that he/she signed and delivered the above and foregoing instrument on the day and in the year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the Act day of May \_\_\_\_\_\_, 2012.

NOTARY PUBLIC - State of Kansas SCOTT NOLL

My appl expres: 10-2-14

MY COMMISSION EXPIRES:

10-2-14

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# Conveyance Document

Please note the following draft deed/assignment has been prepared by the seller in advance of sale. The successful buyer agrees to accept title to the lots pursuant to said deeds or assignments. Seller shall not be obligated or required to modify or change said deeds or assignments unless a correction is required to properly convey the interests being sold.

### **MINERAL DEED**

KNOW ALL MEN BY THESE PRESENTS:
That Grantor, for and in consideration of the sum of TEN AND MORE DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby, grant, bargain, sell and convey, transfer, assign and deliver unto:
hereinafter called Grantee, 5.00 (5) NET MINERAL ACRES OF GRANTOR'S UNDIVIDED RIGHT, TITLE, AND INTEREST in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in <b>Pueblo County</b> , located in the <b>State of Colorado</b> , to-wit:
South Half (S/2) of Section 3, Township 20S, Range 61W
together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.
This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the Effective Date hereof, precisely as if the Grantee herein had been at the date of the making of said lease, the owner of a similar undivided interest in and to the land described and Grantee one of the lessors therein.
Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgages, taxes or other liens on the above-described land, upon default in payment by the Grantor, and be subrogated to the rights of the holder thereof.
TO HAVE AND TO HOLD the above described property and easement with all and singular, the rights, privileges, and appurtenances thereunto or in any wise belonging to said Grantee herein, its successors and assigns forever, and Grantor does hereby warrant said title to Grantee, its successors and assigns, forever, and does hereby agree to defend all and singular the said property unto the said Grantee herein, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.
WITNESS Grantor's hand this day of, 2023, but effective as of the 1st day of August, 2023.
STATE OF) ss (ACKNOWLEDGMENT FOR INDIVIDUAL) COUNTY OF)
Before me, the undersigned, a Notary Public, in and for said County and State, on this day of, 2023, personally appeared, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.
Notary Public

My Commission Expires: \_\_\_\_\_