

AGREEMENT

THIS AGREEMENT ("Agreement") is made at Grand Junction, Colorado on the 6th day of August, 2012, between Dyer LLC ("Seller") and the CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipality ("City").

A. Seller owns 25 shares ("Shares") of the capital stock of Grand Mesa Reservoir Company ("Reservoir Company").

B. Reservoir Company owns and operates the facilities known as Grand Mesa Reservoir #6 located in part of Section 1 of Township 12 South, Range 96 West, 6th P.M. and in part of Section 12 of Township 12 South, Range 96 West, 6th P.M., Grand Mesa Reservoir #8 located in Section 6 of Township 12 South, Range 95 West, 6th P.M., Grand Mesa Reservoir #9 located in part of Section 16 of Township 11 South, Range 95 West, 6th P.M. and in part of Section 12 of Township 12 South, Range 96 West, 6th P.M., Scales Reservoir #1 located in part of Section 4 of Township 12 South, Range 95 West, 6th P.M. and in part of Section 32 of Township 11 South, Range 95 West, 6th P.M. and Scales Reservoir #3, located in Section 33 of Township 11 South, Range 95 West, 6th P.M.

IN CONSIDERATION OF their mutual promises and other considerations, Seller and City agree as follows:

1. Purchase Price: The purchase price of the 25 Shares shall be Forty-Five Thousand Dollars (\$45,000.00) payable in full at closing.

2. Closing: Closing of the transaction specified in this Agreement will be on the 20th day of August, 2012 at 2:00 o'clock p.m. in the Administration Office at City Hall, 250 N. 5th Street,, Grand Junction, Colorado. At closing the following will occur:

2.1 City will pay Seller the sum of \$45,000.00 for the Shares.

2.2 Seller will assign and transfer the Shares to the City free and clear of all liens, unpaid assessments and encumbrances of any kind.

2.3 Seller will assign and transfer to City, by instrument in form and substance satisfactory to counsel for City, all of his right, title and interest in and to the Reservoir Company Shares, all priorities allocated to the Reservoirs by court decree or ruling and any rights of the Seller to enlarge, modify or improve the reservoirs of the Reservoir Company.

3. Seller's Warrantees: Seller warrants and represents as follows:

3.1 Grand Mesa Reservoir Company is a Colorado non-profit corporation in good standing as of the date of this Agreement and all franchise and other taxes, assessments and fees due by the Reservoir Company to Mesa County, Colorado, the State of Colorado or the United States as of the closing date, will then have been paid.

3.2 Reservoir Company has only one class of stock and no more than 883 shares of such stock have been issued and are outstanding as of the date hereof.

INCORPORATED UNDER THE LAWS OF

No. 61

State of Colorado

Shares

GRAND MESA RESERVOIR COMPANY



THIS CERTIFIES THAT City of Grand Junction is the owner of
25 Shares of the Capital Stock of
GRAND MESA RESERVOIR COMPANY

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and so be sealed with the Seal of the Corporation

this 20th day of August A.D. 1912

M. J. W.

Lois Davidson

SHARES

CERTIFICATE

FOR
SHARES

OF THE
Capital Stock

GRAND MESA RESERVOIR
COMPANY

ISSUED TO

DATED

For Value Received _____ hereby sell, assign, and transfer
into _____

Shares

of the Capital Stock represented by the within
Certificate and do hereby irrevocably constitute and appoint
to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises.

Dated _____ 19__

The Assessor of _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT
ALTERATION OR ENGAGEMENT OR ANY CHANGE WHATSOEVER.